CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Agreement is by and between The Gap, Inc., a Delaware corporation (hereinafter called the "Company"), and Gregg County, Texas (hereinafter called the "Local Government").

WITNESSETH:

WHEREAS, the Company currently has a contractual right to purchase a vacant tract of land in the Longview North Business Park from the Longview Economic Development Corporation, as said tract is described in Exhibit A attached hereto and incorporated herein by reference (said tract hereinafter called the "Property"); and,

WHEREAS, the Company intends to expend a minimum of One Hundred Forty Million Dollars ($140,000,000.00) to construct a regional distribution and e-commerce center and install furniture, fixtures, and equipment associated with same (said regional distribution and e-commerce center and associated furniture, fixtures, and equipment hereinafter called the "Project") on the Property; and,

WHEREAS, within five (5) years following the Occupancy Date, the Company expects to employ at least one thousand two hundred twenty two (1,222) Full-Time Employees (as the term "Full-Time Employee" is defined below in this Agreement) on the Property; and,

WHEREAS, in order to encourage the Company to construct the Project on the Property and create the employment positions associated with same, the Local Government is willing to enter into a Chapter 381 agreement upon the terms and conditions hereinafter provided pursuant to Chapter 381 of the Texas Local Government Code;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Company and the Local Government agree as follows:

Article I. Definitions

As used in this Agreement, each of the terms set forth below in this article shall have the meaning ascribed to it in this article.

Agreement. The term "Agreement" means this Agreement by and between the Local Government and the Company.

Boycott Israel. The term "Boycott Israel" has the meaning assigned to the term "boycott Israel" by Section 808.001 of the Texas Government Code.

Cash Incentive. The term "Cash Incentive" means the monetary payment that this Agreement requires the Local Government to pay to the Company in a particular calendar year as set forth in Article III of this Agreement.

Certificate of Occupancy. The term "Certificate of Occupancy" means a certificate of occupancy issued by the City of Longview, Texas.

Company. The term "Company" means The Gap, Inc., a Delaware corporation, however, the term "Company" shall also refer to Old Navy, LLC, a Delaware limited liability company, and to any other affiliate or wholly-owned subsidiaries of The Gap, Inc., designated in writing by The Gap, Inc. as such solely for the purposes of making and fulfilling Local Sales, paying the Local Sales Tax, providing the sales reporting data required in Article II, and collecting the Reimbursable Portion of Local Sales Tax.

Construction and Capital Investment Sales Tax. The term "Construction and Capital Investment Sales Tax" means the total amount of money paid by the Company in satisfaction of sales and use taxes imposed by the Local Government pursuant to Chapter 323 of the Texas Tax Code on the Company's purchase of: (i) materials and equipment used for construction of the Project, and (ii) material handling machinery, equipment, furniture fixtures, and software installed in or on the facility.

Default. The term "Default" means any failure by the Company to materially comply with any provision of this Agreement following expiration of the cure period provided in Article IV of this Agreement, including, without limitation, any of the following: failure to complete the 2022 portion of the Investment Goal in 2022; failure to obtain, or cause to be obtained, a Certificate of Occupancy from the City of Longview for the Project by the Occupancy Date; failure to complete the 2023 portion of the Investment Goal in 2023; failure to comply with the applicable Employment Goal; and any refusal to comply with any relevant local, state or federal laws and regulations including, but not limited to, all of the City of Longview's codes such as the Zoning Ordinance, Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code. Notwithstanding the foregoing, Company shall be permitted to dispute the applicability of certain laws, rules and regulations in good faith and, during any dispute period, Company shall not be considered in Default.

Effective Date. The term "Effective Date" shall mean the last date on which a Party to this Agreement signs this Agreement as said date is evidenced by the date given with each signature to this Agreement.

Employment Goal. The term "Employment Goal" means the minimum number of Full-Time Employees that this Agreement requires the Company to employ in a particular calendar year as set forth in Article II of this Agreement.

Force Majeure Event. The term "Force Majeure Event" means any event or circumstance that directly inhibits the ability of a Party to this Agreement to perform hereunder and that is beyond the control and without the breach or negligence of the

nonperforming Party. The term "Force Majeure Event" may include, but is not limited to, Acts of God; acts of war; civil unrest; strikes; fires; floods; power failures; epidemics or pandemics; quarantine restrictions; restrictions imposed or mandated, or delays caused, by governmental or quasi-governmental entities (other than the Party claiming the Force Majeure Event) in issuing requisite approvals or consents; moratorium; shortages of, delays in obtaining or inability to obtain labor, material, equipment or transportation; delay in performing or inability to perform due to breach or default by the other Party to this Agreement; and unusually severe weather.

Full-Time Employee. The term "Full-Time Employee" means a person employed by the Company at the Project for an average of at least thirty-five (35) hours per week over a continuous four (4) week period, including sick leave, vacation, holidays and other compensated leave times.

Investment Goal. The term "Investment Goal" means the construction and outfitting of the Project on the Property at a minimum cost (actual amounts spent related to the value of the land as determined by Longview Economic Development Corporation, and all site development costs and construction improvements, installation of furniture, fixtures, and equipment and other costs more fully described in Article II of this Agreement) of One Hundred Forty Million Dollars ($140,000,000.00); with a One Hundred Ten Million Dollar ($110,000,000.00) portion invested in 2022 and the remaining Thirty Million Dollar ($30,000,000.00) portion invested in 2023. For clarification purposes, Company is only required to meet the total Investment Goal equal to One Hundred Forty Million Dollars ($140,000,000.00), and therefore, if it meets the entire goal in 2022, then there will be no requirement for additional investment in 2023.

Local Government. The term "Local Government" means Gregg County, Texas.

Local Property Tax. The term "Local Property Tax" means the total amount of money paid by the Company to the Local Government in satisfaction of real and personal property taxes assessed by the Local Government for any single property tax year on the Property and on personal property located on the Property, including all taxes paid on the value of inventory held in the center.

Local Sales. The term "Local Sales" means the dollar amount of sales subject to the sales and use taxes imposed by the Local Government on customers of the Company pursuant to Chapter 323 of the Texas Tax Code (or its successor statute), as amended, for any single calendar year on online sales and sales made in Texas originating or fulfilled from the facility on the Property.

Local Sales Tax. The term "Local Sales Tax" means the total amount of sales and use taxes remitted by the Company in satisfaction of sales and use taxes imposed by the Local Government on customers of the Company pursuant to Chapter 323 of the Texas Tax Code (or its successor statute) for any single calendar year on online sales and sales made in Texas originating or fulfilled from the facility on the Property.

Occupancy Date. The term "Occupancy Date" means August 1, 2022, as such date may be extended due to Force Majeure Event(s).

Party. The term "Party" means the Local Government or the Company, individually. The term "Parties" means the Local Government and the Company, collectively.

Previously Paid Local Sales Tax Incentive. The term "Previously Paid Local Sales Tax Incentive" means any amount previously paid to the Company by the Local Government that was calculated as the Local Sales Tax multiplied by the Reimbursable Portion of Local Sales Tax for the applicable calendar year.

Project. The term "Project" means a regional distribution and e-commerce center located on the Property and the furniture, fixtures, and equipment associated with said regional distribution and e-commerce center.

Property. The term "Property" means the tract of land described in the attached Exhibit A.

Reimbursable Portion of Local Sales Tax. The term "Reimbursable Portion of Local Sales Tax" means a fraction determined based on the amount of Local Sales in accordance with the following table. It is the intention of the parties that the applicable fraction in the following table will apply to the full amount of the Local Sales Tax, not just the portion of the Local Sales Tax attributable to the amount of Local Sales in excess of the applicable Local Sales threshold:

Amount of Local Sales	Reimbursable Portion of Local Sales Tax
Less than $50,000,000.00	.32
Greater than or equal to $50,000,000.00 and less than $100,000,000.00	.34
Greater than or equal to $100,000,000.00 and less than $150,000,000.00	.36
Greater than or equal to $150,000,000.00 and less than $200,000,000.00	.38
Greater than or equal to $200,000,000.00 and less than $250,000,000.00	.40
Greater than or equal to $250,000,000.00 and less than $300,000,000.00	.42
Greater than or equal to $300,000,000.00 and less than $350,000,000.00	.44
Greater than or equal to $350,000,000.00 and less than $400,000,000.00	.46
Greater than or equal to $400,000,000.00 and less than $450,000,000.00	.48
Greater than or equal to $450,000,000.00	.50

and less than $500,000,000.00	
Greater than or equal to $500,000,000.00 and less than $550,000,000.00	.52
Greater than or equal to $550,000,000.00 and less than $600,000,000.00	.54
Greater than or equal to $600,000,000.00 and less than $650,000,000.00	.56
Greater than or equal to $650,000,000.00 and less than $700,000,000.00	.58
Greater than or equal to $700,000,000.00 and less than $750,000,000.00	.60
Greater than or equal to $750,000,000.00 and less than $800,000,000.00	.62
Greater than or equal to $800,000,000.00 and less than $850,000,000.00	.64
Greater than or equal to $850,000,000.00 and less than $900,000,000.00	.66
Greater than or equal to $900,000,000.00 and less than $950,000,000.00	.68
Greater than or equal to $950,000,000.00 and less than $1,000,000,000.00	.70
Greater than or equal to $1,000,000,000.00	.72

Undocumented Worker. The term "Undocumented Worker" has the meaning assigned to the term "undocumented worker" in Chapter 2264 of the Texas Government Code.

Article II. Company's Obligations

Provided that the Company purchases the Property, the Company shall obtain, or cause to be obtained, a Certificate of Occupancy from the City of Longview for the Project by the Occupancy Date, and complete or cause to be completed the 2022 portion of the Investment Goal in 2022 and the 2023 portion of the Investment Goal in 2023. For purposes of this Agreement, hard and soft costs related to site acquisition, preparation and the construction of the Project and site improvements, including but not limited to, attorneys' fees, title costs, due diligence inspections, clearing, grading, soil suitability mitigation, importing fill, disposal of surplus soil, environmental review, engineering and design costs related to site development and facility construction, design, engineering and installation of equipment and computer systems, materials and labor costs for facility construction and all work outside the building such as fire loop, truck court, stormwater controls, landscaping and irrigation, Land Value (as such term is defined in the Purchase Agreement) to the extent payments are made under the Note, furniture, fixtures, and equipment costs (including all material handling equipment and controls, pick modules, battery charging equipment, information technology and telecommunications equipment and cabling for same), paid, payable, or actually

incurred with respect to the Property and the Project as well as all ancillary improvements to be constructed thereon shall be considered actual costs spent related to the construction of the Project. All furniture, fixtures, and equipment, or replacements of the same, provided any such replacement shall be of equivalent or greater value, purchased to satisfy, or continue to satisfy, the Investment Goal shall be located and maintained at the Project for the useful life of said furniture, fixtures, or equipment during the term of this Agreement. For clarification purposes, any expenditures by Company on: (A) replacement furniture, fixtures and equipment to the Project, made during the Term of this Agreement or (B) capital improvements, development costs, or expansion of the facilities on the Project not covered under clause (A), made during the first ten (10) years following the Occupancy Date, which produce additional jobs at a minimum of one (1) job per each $100,000.00 of capital investment in the Project, shall be entitled to the same Local Sales Tax and Local Property Tax benefits as the original investment, and such benefits shall accrue to Company for twenty five (25) years following the later of: (i) the Occupancy Date, and (ii) with regard to clause (A), the date of the acquisition of such furniture, fixtures, or equipment; and with regard to clause (B), the date of completion of such improvement work.

Construction of the Project, as initially contemplated and not including any additional improvements, shall be substantially completed on or before the Occupancy Date (subject to extension in accordance with this Agreement as a result of the occurrence of a Force Majeure Event), as evidenced by the issuance of a Certificate of Occupancy by the City of Longview.

The Company shall employ at the Project the minimum number of Full-Time Employees required for each calendar year, subject to extension due to Force Majeure Event(s), as shown below:

Calendar Year	Minimum Number of Full-Time Employees
2022	255
2023	499
2024	733
2025	978
2026	1,222
2027	1,222
2028	1,222
2029	1,222
2030	1,222
2031	1,222
2032	1,222
2033	1,222
2034	1,222
2035	1,222
2036	1,222
2037	1,222

2038	1,222
2039	1,222
2040	1,222
2041	1,222
2042	1,222
2043	1,222
2044	1,222
2045	1,222

The number of Full-Time Employees for reporting purposes shall be calculated by the Company as of the last Friday of the calendar year.

Within sixty (60) days of the end of each calendar year during the term of this Agreement, the Company shall provide the Local Government with true and correct copies of the Employer Quarterly Reports submitted by Company to the Texas Workforce Commission ("TWC") verifying compliance with the employment requirements of the Agreement; provided, however the Company shall be permitted to redact any and all personal identifying information in accordance with its privacy policy. Additionally, the Company shall provide the Local Government with true and correct copies of its Department of Labor Multiple Worksite Reports or an internal list of employment positions at the Project during each calendar quarter during the term of this Agreement. The reports or lists shall provide the following information:

i. The employee's identification number;
ii. The employee's hire date;
iii. The date of termination for any employee terminated during that quarter; and
iv. Hours worked for each employee, presented so as to be able to cross-reference with the Company's reports to TWC.

The Company shall provide the Local Government with a spreadsheet showing all expenditures with detail including vendor, vendor address, date, amount of expenditure and tax paid, and upon request from the Local Government, back-up documentation reasonably necessary to establish the amount of the Construction and Capital Investment Sales Tax: (i) no later than February 28, 2023 for a One Hundred Ten Million Dollar ($110,000,000.00) portion of the Investment Goal, and (ii) no later than February 28, 2024, for the remaining Thirty Million Dollar ($30,000,000.00) portion of the Investment Goal.

Within sixty (60) days of the end of each calendar year during the term of this Agreement, the Company shall provide the Local Government with true and correct copies of the Sales Tax Reports submitted by the Company to the Texas State Comptroller related to the Project and such additional back-up documentation reasonably necessary to establish the amount of the Local Sales Tax for the immediately preceding calendar year; provided, however, that the Local Government

must request such additional sales tax documentation within 30 days after the Company submits the applicable Sales Tax Report.

Within sixty (60) days after the Texas Comptroller of Public Accounts authorizes or accepts any adjustment to the amount of Local Sales Tax previously reported to the Local Government by the Company, the Company shall provide the Local Government with true and correct copies of all records reasonably necessary to establish the amount of such adjustment. Any such adjustment shall be applied by the Local Government in computing the relevant Cash Incentive under this Agreement. If application of the adjustment to the calculation of any Previously Paid Local Sales Tax Incentive would have had the effect of decreasing said Previously Paid Local Sales Tax Incentive, then within sixty (60) days after the Company has provided such records in a form reasonably acceptable to the Local Government, the Company shall pay the Local Government an amount equal to the applicable Reimbursable Portion of Local Sales Tax multiplied by the amount of the decrease. If application of the adjustment to the calculation of any Previously Paid Local Sales Tax Incentive would have had the effect of increasing said Previously Paid Local Sales Tax Incentive, then within sixty (60) days after the Company has provided such records in a form reasonably acceptable to the Local Government, the Local Government shall pay the Company an amount equal to the applicable Reimbursable Portion of Local Sales Tax multiplied by the amount of the increase.

The Company shall comply with all relevant local, state and federal laws and regulations in constructing the Project including but not limited to, all of the codes of the City of Longview, such as the Zoning Ordinance, Building Code, Plumbing Code, Electrical Code, Mechanical Code, and Fire Code, subject, however, to the Company's right to obtain variances for compliance with same.

Upon written request from the Local Government, which shall be made not more than twice per calendar year unless requested due to a Default by Company, the Company shall timely provide access to and authorize inspection of the Project, the Property, and provide copies of records pertinent to establishing the Company's compliance with all provisions of this Agreement (including, without limitation, all records reasonably necessary to establish the Company's compliance with the Investment Goal and the Employment Goal). The Local Government shall at all times conduct inspections only upon at least 48 hours' prior written notice and said inspections shall at all times be conducted during normal business hours with a representative of the Company present.

Article III. Local Government's Obligations

In calendar year 2023, if the Company has completed the 2022 portion of the Investment Goal on or before the end of calendar year 2022 and is otherwise in full compliance with all provisions of this Agreement, then the Local Government shall pay the Company a Cash Incentive in an amount equal to the sum of all of the following: (i) the Reimbursable Portion of Local Sales Tax for calendar year 2022 multiplied by the

Local Sales Tax for calendar year 2022; (ii) one hundred percent (100%) of the Local Property Tax paid by the Company for the 2021 property tax year; (iii) one hundred percent (100%) of the Local Property Tax paid by the Company for the 2022 property tax year; and (iv) one hundred percent (100%) of the total amount of Construction and Capital Investment Sales Tax paid in calendar year 2021 and calendar year 2022.

In calendar year 2024, if the Company has completed the 2023 portion of the Investment Goal on or before the end of calendar year 2023 and is otherwise in full compliance with all provisions of this Agreement, then the Local Government shall pay the Company a Cash Incentive in an amount equal to the sum of all of the following: (i) the Reimbursable Portion of Local Sales Tax for calendar year 2023 multiplied by the Local Sales Tax for calendar year 2023; (ii) one hundred percent (100%) of the Local Property Tax paid by the Company for the 2023 property tax year; and (iii) one hundred percent (100%) of the total amount of Construction and Capital Investment Sales Tax paid in calendar year 2023.

Beginning in calendar year 2025 and continuing once each calendar year thereafter during the remaining term of this Agreement, if the Company is in full compliance with all provisions of this Agreement, including, without limitation, the Employment Goal for the immediately preceding calendar year, then the Local Government shall pay the Company a Cash Incentive in an amount equal to the sum of the Reimbursable Portion of Local Sales Tax for the immediately preceding calendar year multiplied by the Local Sales Tax for said year plus one hundred percent (100%) of the Local Property Tax paid by the Company for the property tax year that is concurrent with the immediately preceding calendar year.

The Local Government shall pay the Cash Incentive to the Company annually on or before the later of (i) April 1 or (ii) thirty (30) days after the date on which the Local Government has received all information reasonably necessary to confirm that the Company is not in Default beyond any notice and cure period under the provisions of this Agreement with respect to the Investment Goal and the applicable Employment Goal. For purposes of this article, information shall be considered sufficient to determine whether the Company is in Default beyond any notice and cure period with respect to the applicable Employment Goal if the information includes all reports for the applicable period that comply with the requirements of Article II of this Agreement. For purposes of this article, information shall be considered sufficient to determine whether the Company is in Default beyond any notice and cure period with respect to the Investment Goal if the information includes all of the following: (i) an affidavit verifying that the amount of the 2022 portion of the Investment Goal has been actually paid or incurred on or before the end of 2022, and the following year another affidavit verifying that the amount of the 2023 portion of the Investment Goal has been actually paid or incurred on or before the end of 2023, which affidavit shall be in each instance supported by a schedule describing expenditures by category for the applicable portion of the Investment Goal in a form reasonably satisfactory to the Local Government; (ii) reasonable access by the Local Government to copies of invoices and other records of the Company to verify the information contained in the affidavit; and (iii) with respect to

calendar year 2022 only, confirmation from the appropriate Local Government department that the Company has received a Certificate of Occupancy from the City of Longview.

Article IV. Term and Termination

The term of this Agreement shall commence on the Effective Date. This Agreement shall terminate automatically if the Company does not purchase the Property. Unless earlier terminated as provided herein, this Agreement shall terminate at the end of the day on April 1, 2046, as such date may be extended in accordance with Article II above or due to Force Majeure Event(s); provided, however, that any obligation of either Party to make payment to the other Party hereto that accrues before the termination of this Agreement shall survive said termination.

Except as otherwise provided in this article, this Agreement may be terminated by the Local Government, in whole, or from time to time, in part, if the Local Government determines that a Default has occurred and the Company fails to cure said Default within the applicable notice and cure period. The Local Government shall give the Company written notice of the Default by delivering to the Company a written notice of proposed termination informing the Company of the Default. Notice of proposed termination shall be considered given when signed for by the Company using the United States registered or certified mail return card or by overnight courier signed on receipt. The Company shall have ninety (90) days from receipt of said notice in which to cure the Default, subject to extension for Force Majeure Events as provided in this Agreement; provided, however, the cure period shall be extended so long as the Company commences the cure within the initial ninety (90) day period and continues working diligently to cure such Default until completion. Except as otherwise provided in this article, in the event the Company fails to cure the Default within the ninety (90) day period, this Agreement may be terminated, in whole or in part, by the Local Government without further notice to the Company. In the event that this Agreement is terminated by the Local Government for the Company's failure to cure a Default with respect to the Investment Goal, the Company shall, within one hundred twenty (120) days of termination of this Agreement, pay to the Local Government all fees waived by the Local Government pursuant to this Agreement plus interest at the lower of (i) the highest rate allowed by applicable law or (ii) the prime rate, as most recently reported by The Wall Street Journal's bank survey as of the date of termination, provided that the total amount paid by the Company including interest shall not exceed $125,000. Notwithstanding anything to the contrary herein, the Local Government shall not terminate this Agreement solely for a failure to satisfy the applicable Employment Goal unless and until the Company has materially failed to satisfy the applicable Employment Goal for three (3) consecutive calendar years, provided, however, that the Local Government is not obligated to pay the Cash Incentive in any calendar year in which the Company has failed to satisfy the applicable Employment Goal for the immediately preceding calendar year. For clarification purposes, it shall not be considered a Default if the Company fails to satisfy the applicable Employment Goal if due to a Force Majeure Event.

The Parties acknowledge that the Local Government is a political subdivision of the State of Texas and, as such, is subject to the provisions of Article XI, Section 5 and Section 7 of the Texas Constitution restricting the Local Government's ability to contractually commit itself to pecuniary obligations in future fiscal years. Accordingly, and notwithstanding anything contained in this Agreement to the contrary, in no event shall this Agreement constitute an unconstitutional debt pursuant to Article XI, Section 5 and Section 7 of the Texas Constitution.

Local Government will use Company employee records, reports and personal information ("Employee Records") only for the purpose of verifying Company's compliance with the employment requirements of this Agreement or as otherwise directed in writing by Company unless otherwise required to comply with applicable law. If Local Government is required by applicable law to Company Employee Records beyond the scope of the services, Local Government will notify Company in writing of the legal requirement before proceeding unless the notification is prohibited by law. Local Government will hold Employee Records in strict confidence and impose confidentiality obligations on Local Government's personnel who will be provided access to Employee Records. Local Government will use and maintain reasonable security measures to store and process Employee Records during the term of the Agreement. Local Government will return or render permanently unreadable and unrecoverable all Employee Records at the end of the term of this Agreement or upon Company's request unless such Employee Records must be retained by Local Government to comply with applicable laws.

Article V. Status of the Company as Independent Contractor

Nothing herein shall be construed as creating a partnership or joint enterprise between the Local Government and the Company. It is expressly agreed that no officer, director, member, agent, employee, contractor, subcontractor, program participant, licensee or invitee of the Company is in the paid service of the Local Government. The Company shall have exclusive control of, and the exclusive right to control, the details of the tasks performed pursuant to this Agreement by the Company, its officers, directors, members, agents, employees, contractors, subcontractors, program participants, licensees or invitees. The Local Government has no authority nor right to control any actions of the Company, its officers, directors, members, agents, employees, contractors, subcontractors, program participants, licensees or invitees by virtue of this Agreement. In no event shall any officer, agent, servant or employee of the Local Government participate in the capital investment and job creation program of the Company provided for in this Agreement. Accordingly, the Parties hereto acknowledge and agree as follows:

A. **THE LOCAL GOVERNMENT SHALL BE NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS OF THE COMPANY, AND THE LOCAL GOVERNMENT SHALL BE NEITHER RESPONSIBLE NOR LIABLE**

FOR THE ACTS OR OMISSIONS OF THE COMPANY'S OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES.

B. **THE COMPANY SHALL BE NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS OF THE LOCAL GOVERNMENT, AND THE COMPANY SHALL BE NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS OF THE LOCAL GOVERNMENT'S OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES.**

C. The doctrine of respondeat superior shall not apply between the Local Government and the Company, nor between the Local Government and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the Company.

D. The doctrine of respondeat superior shall not apply between the Company and the Local Government nor between the Company and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the Local Government.

Article VI. Force Majeure

In the event of a Force Majeure Event, the time for performance of a Party's obligations under this Agreement that are delayed by said Force Majeure Event shall be extended for a period equal to the time lost by reason of the delay, plus a reasonable time following the termination of the Force Majeure Event. The Party claiming a Force Majeure Event shall, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure Event and explanation of all curative efforts undertaken or to be undertaken by the Party claiming the Force Majeure Event to eliminate or minimize such delay; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as soon as reasonably practicable. Upon written notice from the other Party, the Party claiming the Force Majeure Event shall provide documentation or other appropriate evidence reasonably needed to verify the Force Majeure Event and the length of the extension required.

Article VII. Notices

Unless expressly stated otherwise in this Agreement, all notice required in this Agreement shall be in writing and shall be delivered to the other Party hereto at the address specified in this article. Either Party hereto may specify a different address for receiving notice by providing written notice to the other Party at the address specified for said other Party in accordance with this Agreement. Unless expressly stated otherwise in this Agreement, all notices shall be deemed received either a) immediately

upon personal delivery to the receiving Party, b) one day, or the date of written verification of receipt or refusal, after said notice is placed for overnight delivery with a nationally recognized courier service specifying next day delivery, or c) the signature date on the return card when placed with the United States Mail with correct postage for certified mail delivery.

Gregg County
Attention: Gregg County Judge
101 E. Methvin, Suite 300
Longview, Texas 75601

With a copy to:

Gregg County Auditor
Laurie Woloszyn
101 E. Methvin, Suite 306
Longview, Texas 75601

The Gap, Inc.
2 Folsom Street
San Francisco, CA 94105
Attention: Director of Logistics Strategy and PMO

With a copy to:

The Gap, Inc.
2 Folsom Street
San Francisco, CA 94105
Attention: Real Estate Law-Property Management

Article VIII. Undocumented Workers Prohibited

As required by Chapter 2264 of the Texas Government Code (said chapter entitled "RESTRICTIONS ON USE OF CERTAIN PUBLIC SUBSIDIES") or any successor statute of said chapter, the Company certifies that the Company or a branch, division, or department of the Company, does not and will not knowingly employ an Undocumented Worker. If the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will be in substantial violation of this Agreement, entitling the Local Government to any and all remedies available at law, in equity or under this Agreement. Company is not liable for a violation of this article by a subsidiary, affiliate, or franchisee of the Company, or by a person with whom the Company contracts. With regard to the application of Chapter 2264 of the Texas

Government Code to this Agreement, each annual Cash Incentive hereunder shall be considered a separate public subsidy. Accordingly, if the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) during the term of this Agreement and the Local Government has already paid to the Company the Cash Incentive for the year in which the conviction occurs, then the Company shall pay to the Local Government the Cash Incentive for the year in which said conviction occurs plus interest at the lower of (i) the highest rate allowed by applicable law or (ii) the prime rate, as most recently reported by The Wall Street Journal's bank survey as of the date of conviction not to exceed $25,000. If such a conviction occurs before the Local Government has paid to the Company the Cash Incentive for said year, then the Local Government is not obligated to pay the Cash Incentive to the Company for said year. If such a conviction occurs in a year in which the Local Government is obligated to waive any fees pursuant to this Agreement, then (i) the Local Government is not obligated to waive any fees that accrue during said year and (ii) the Company shall pay to the Local Government all fees accruing during said year (if any) that have already been waived by the Local Government plus interest at the lower of (i) the highest rate allowed by applicable law or (ii) the prime rate, as most recently reported by The Wall Street Journal's bank survey as of the date of conviction not to exceed $25,000. The Company shall pay to the Local Government all amounts required by this article not later than the 120th day after the date the Local Government notifies the Company of a violation under this article.

Article IX. Verification that Company Does Not Boycott Israel

The Parties understand and acknowledge that Chapter 2270 of the Texas Government Code prohibits the Local Government from entering into a contract with the Company unless the contract contains a written verification that the Company does not boycott Israel. Accordingly, by signing this Agreement, the Company verifies that the Company (i) does not Boycott Israel and (ii) will not Boycott Israel during the term of this Agreement.

Article X. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Except as expressly provided otherwise in this Agreement, neither Party hereto may assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Notwithstanding anything contained herein to the contrary, the Company shall have the absolute right, without the prior written consent of, or notice to, the Local Government being required, to assign this Agreement to any

parent, subsidiary, or affiliate of the Company or in connection with any merger, consolidation, or sale of the Company's assets or stock or a public or private offering, or in connection with any mortgage or deed of trust on the Property.

This Agreement sets forth the entire understanding between the Parties, and may not be modified except by a written document referring to this Agreement which is signed by all Parties hereto.

Without regard to any rules on conflicts of law, the laws of the State of Texas shall govern the interpretation of this Agreement, and Gregg County shall be the venue for the resolution of all matters of fact and law.

This Agreement shall not be subject to binding arbitration.

IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

Any term or condition of this Agreement or the breach of any such term or condition may be waived only by the express, written consent of all Parties hereto. Unless specified otherwise in writing, the waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

The Parties agree that this Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signatures by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, DocuSign, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Upon the expiration or termination of this Agreement for any reason, the obligations of the Parties hereunder shall thereupon cease, but the provisions of this Agreement which confer rights upon any Party hereto and which limit or delineate the responsibility of any Party hereto shall remain in effect as to the Parties' conduct prior to expiration of this Agreement.

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context requires otherwise.

By signing this Agreement, each person executing this Agreement on behalf of a Party hereto personally warrants and represents that (i) he or she has full authority to execute this Agreement on behalf of the Party that he or she represents and bind said Party in accordance with the terms and provisions hereof and (ii) said Party has taken all necessary action to enter into and make the covenants and representations set forth herein.

The Parties agree that the titles of the articles of this Agreement are for the convenience of the Parties only and shall have no effect on the interpretation of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties hereto, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of each of the Parties hereto and not for the benefit of any other entity.

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law, any court having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible.

Local Government shall not, without Company's prior written consent, use Company's corporate name or any Gap, GapKids, babyGap, GapBody, GapMaternity, Gap Outlet, Banana Republic, Banana Republic Factory Store, Athleta, Intermix, Old Navy, Old Navy Maternity, Janie and Jack, or such other Gap, Inc. brand, trademark or logo for any purpose, including but not limited to, advertising, publicizing, marketing or selling the services and/or products provided hereunder, except in connection with the prosecution or defense of claims, lawsuits or governmental or regulatory audits or investigations, or except as may otherwise be required by law. Local Government shall request to use Company's or its affiliates' names or trademarks, as may be permitted by this Article X in a timely manner sufficient to allow Company an opportunity to object prior to such use.

Local Government understands that Company is committed to full compliance with all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA). Local Government certifies and agrees that, in connection with this Agreement or performance thereunder, neither Local Government nor any of Local Government's agents, suppliers, joint ventures, sub-Consultants, facilities or entities involved in performing any actions on behalf of Local Government (collectively, "Local Government Third Parties") will pay, offer, promise, or authorize the payment of money or anything of

value, directly or indirectly, to any (i) official, agent, or employee of a government or of any department agency, or instrumentality thereof; (ii) political party official, political party or candidate for political office; (iii) official, agent, or employee of a public international organization; or (iv) employee of any enterprise in order to secure any undue or improper advantage or benefit for Local Government, Local Government Third Parties or for Company. Local Government further warrants that Local Government and Local Government Third Parties will not violate any applicable anti-corruption law or regulation, including the FCPA, in connection with this Agreement and/or in performance of Services hereunder. If Company reasonably determines that Local Government or any of the Local Government Third Parties has violated this section, Local Government may be subject to immediate termination of all existing and future business with Company. Local Government further understands that Company prohibits Company's employees from accepting any gifts, gratuities or anything of more than nominal value in any form that would compromise the objectivity of business decisions. The acceptance by Company's employees of cash gifts is strictly prohibited. Any Local Government or Local Government Third Parties that violate such policy by offering to any of Company's employees cash or any form of gift intending to compromise the objectivity of business decisions may be subject to termination of all existing and future business.

EXCEPT FOR LIABILITY ARISING OUT OF, THIS ARTICLE X (RELATED TO INTELLECTUAL PROPERTY OWNERSHIP) OR FOR BREACH OF ARTICLE IV (RELATED TO CONFIDENTIAL INFORMATION AND PUBLICITY), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Local Government **Gregg County, Texas**	**Company** **The Gap. Inc., a Delaware corporation**
By: _____ **Bill Stoudt** **County Judge** **Date:** 3-29-21	**By:** _____ **Shawn Curran** **EVP – Chief Operating Officer** **Date:** _____

[Signature Page to Chapter 381 Economic Development Program Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Local Government **Gregg County, Texas**	**Company** **The Gap. Inc., a Delaware corporation**
By:_____	**By:** Shawn Curran_____
Bill Stoudt	**Shawn Curran**
County Judge	**EVP – Chief Operating Officer**
Date:_____	**Date:** Mar 24, 2021_____

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF 142.522 ACRES
J.F. DIXON SURVEY, A – 57,
GREGG COUNTY, TEXAS

All that certain lot, tract, or parcel of land situated in Gregg County, Texas, within the Corporate Limits of the City of Longview, being 142.522 acres of land, a part of the J.F. DIXON SURVEY, A-57, being a part of the LEDCO North Business Park Subdivision, as shown by plat recorded in Clerk's File No. 201210401 of the Gregg County Official Public Records, and being all of Lots 1, 2, 3, 4, 5 and 6, of Block 4, and being a part of Lots 12 and 13, of Block 1, and also encompassing all of J.R. Curtis Circle, an 80 foot road right of way, and a part of Mickey Melton Boulevard, an 80 foot road right of way, said 142.522 acres being more particularly described as follows:

Beginning at a cross-tie fence corner post at the Northwest corner of Lot 1, Block 4 of said subdivision, being the Northeast corner of that certain tract described in deed to Radar Cemeteries, Inc., recorded in Clerk's File No. 201714025 of said Public Records, and lying on the South right of way (ROW) line of Farm to Market Highway 1844;

Thence in an Easterly direction along said South ROW line, and the North line of said subdivision,
(1) South 87°43'56" East – 268.37 feet to round wooden fence corner post, and
(2) South 78°04'03" East, at 877.40 feet pass the Northeast corner of said Lot 1, Block 4, and the intersection of the South ROW line of said F.M. 1844 with the West ROW line of said Mickey Melton Blvd., at 1118.38 feet pass the intersection of the South ROW line of said F.M. 1844 with the East ROW of said Mickey Melton Blvd., same being the Northwest corner of said Lot 13, Block 1, and continuing in all, 1680.66 feet to a cross-tie fence corner post at the Northeast corner of said Lot 13, same being the Northwest corner of that certain tract described in deed to Lois Aldridge, recorded in Clerk's File No. 201313573 of said Public Records;

Thence South 03°03'11" East, along the Northerly East line of said Lot 13, 363.88 feet to a cross-tie fence corner post at an interior corner of said Lot 13, and being the Southwest corner of that certain tract described in deed to James L. Aldridge, et ux, recorded in Volume 762, Page 138 of the Gregg County Deed Records;

Thence North 88°23'43" East, along a middle North line of said Lot 13, 105.74 feet to a cross-tie fence corner post for corner at a middle Northeast corner of said Lot 13, being the Southeast corner of said James Aldridge tract, and being on the West line of that certain called 2.96 acre tract described in deed to Charles Stracener, et al, recorded in Clerk's File No. 200808703 of said Public Records;

Thence South 03°34'50" East, along a middle East line of said Lot 13, 317.45 feet to a ½" iron rod for corner, being an interior corner of said Lot 13, and being the Southwest corner of said 2.96 acre tract;

Thence North 87°39'14" East, along the Southerly North line of said Lot 13, 68.25 feet to a corner on same;

Thence South 06°17'20" East, parallel with and 150 feet westerly from the East lines of said Lot 13 and 12, 981.85 feet to a corner on the South line of said Lot 12, Block 1, same being the North line of Lot 11, Block 1 of said subdivision, said corner bears South 88°51'47" West – 150.61 feet from the Southeast corner of said Lot 12;

Thence South 88°51'47" West, along the common line between said Lots 11 and 12, of Block 1, at 1039.37 feet pass a ½" iron rod at the Southwest corner of said Lot 12, the Northwest corner of said Lot 11, and being on the East ROW line of said Mickey Melton Boulevard, and continuing in all, 1119.38 feet to a corner on the West ROW line of said Mickey Melton Blvd., and being on the East line of said Lot 6, Block 4 of said subdivision;

Thence South 01°08'13" East, along the East line of said Lot 6, and said West ROW line, 588.88 feet to a ½" iron rod at the Southeast corner of said Lot 6, same being a Northeast corner of Lot 2, Block 5 of said subdivision;

Thence South 88°51'47" West, along the common line between said Lot 6, and said Lot 2, Block 5, 546.15 feet to a ½" iron rod at an angle corner on same;

Thence South 51°49'48" West, along the common line between said Lot 6, and said Lot 2, Block 5, at 138.00 feet pass the Southwest corner of said Lot 6 and the Easterly corner of said Lot 5, Block 4, and continuing in all, 853.66 feet to the Southerly corner of said Lot 5, Block 4;

Thence along an Easterly boundary of said Lot 2, Block 5, as follows:
1) North 50°53'43" West, at 544.76 feet pass a ½" iron rod at the Westerly corner of said Lot 5, Block 4 and the Southerly corner of said Lot 4, Block 4, and continuing in all, 966.33 feet to a ½" iron rod at a Southwest corner of said Lot 4,
2) North 00°29'58" West – 247.26 feet to a ½" iron rod at a Northwest corner of said Lot 4,
3) North 36°44'52" East – 593.85 feet to a ½" iron rod at the North corner of said Lot 4, being on a Southwest line of said Lot 3, Block 4,
4) North 58°57'16" West – 308.97 feet to a 4" steel fence corner post at the Southwest corner of said Lot 3, being a Northeast corner of said Lot 2, Block 5, and being the Southeast corner of a called 75.00 acre tract described in deed to the City of Longview, recorded in Clerk's File No. 9817531 of said Public Records;

Thence North 23°56'05" East, along the East line of said 75.00 acre tract, at 292.12 feet pass a ½" iron rod at the Northwest corner of said Lot 3, Block 4, same being the Southwest corner of said Lot 1, Block 4, and continuing in all, 1570.95 feet to a 4" steel fence corner post at an angle corner

on the East line of said 75.00 acre tract, being a Northwest corner of said Lot 1, and being the Southwest corner of said Radar Cemeteries tract;

Thence North 84°27'39" East, along the South line of said Radar Cemeteries tract, 129.74 feet to a flat iron bar at the Southeast corner of same, being an interior corner of said Lot 1;

Thence North 03°38'10" West, along the East line of said Radar Cemeteries tract, 218.00 feet to the place of beginning and containing 142.522 acres of land.

EXHIBIT A