Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO TEXAS LOCAL GOVERNMENT CODE – CHAPTER 381 TAX INCENTIVE AGREEMENT AMONG DENTON COUNTY, TEXAS; WELLS FARGO BANK, N.A.; AND DDI LEWISVILLE, LLC (FORMERLY KNOWN AS DIGITAL LEWISVILLE, LLC)

This First Amendment to Texas Local Government Code – Chapter 381 Tax Incentive Agreement (the "Amendment") is entered into by and between Denton County, Texas ("County"), a political subdivision of the State of Texas; DDI Lewisville, LLC (formerly known as Digital Lewisville, LLC), a Delaware limited liability company ("Owner"); and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo"). The Owner and Wells Fargo shall be referred to herein collectively as "the Developers." The County, Owner and Wells Fargo shall be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the County and the Developers entered into that certain Texas Local Government Code – Chapter 381 Tax Incentive Agreement dated effective January 17, 2023 (the "Original Agreement"); and

WHEREAS, the County and the Developers now desire to amend a certain portion of the Original Agreement to expand the scope of eligible investment to include business personal property and to revise the project completion deadline; and

WHEREAS, both the Original Agreement and this Amendment are executed and authorized by and in accordance with the Section 381.004 of the Texas Local Government Code ("the Statute") which provides statutory authority for establishing and administering loans, grants of money and tax rebates.

I. Definitions

The capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Original Agreement.

II. Amendments

A. Effective March 1, 2024, the name of the Owner is updated from Digital Lewisville, LLC to DDI Lewisville, LLC as a result of internal restructuring, as evidenced by the Special Warranty Deed attached hereto as Exhibit "A." The updated entity remains under the same ownership and control. All references to "Digital Lewisville, LLC" in the Original Agreement shall be deemed to refer to "DDI Lewisville, LLC."

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B. The Parties agree that Section 2 of the Original Agreement is hereby deleted and replaced in its entirety with the following language to: (i) expand the scope of eligible improvements to include tangible business personal property; (ii) revise the Improvement Requirement accordingly; and (iii) extend the deadline for satisfying the Improvement Requirement, as set forth below:

The Developers agree and covenant to diligently and faithfully construct, or cause to be constructed, real property and business personal property improvements at the Project Site. These improvements shall include all structures and related improvements made following execution of the Original Agreement, including one or more office and/or data center buildings totaling not less than 80,000 square feet (the "Real Property Improvements"), constructed in accordance with all applicable federal, state, and local laws and regulations, or a valid waiver thereof. The Real Property Improvements, together with all tangible business personal property located at the Project Site such as machinery, equipment, furniture, and technology assets necessary for project operations shall collectively be referred to as the "Improvements." The Developers agree that the Improvements shall meet all qualifications required for issuance of a certificate of occupancy no later than December 31, 2024 (the "Construction Requirement").

Notwithstanding the foregoing, the Developers may be entitled to an extension of time to complete the Real Property Improvements in the event of Force Majeure, provided they are diligently pursuing completion. "Force Majeure" means acts of God or other causes beyond the reasonable control of the County or Developers, including but not limited to natural disasters, war, civil unrest, labor disputes, global pandemics, governmental delays and material or shipping disruptions.

In further consideration, the Developers agree to make, or cause to be made, a minimum investment in the Improvements of not less than $470,050,000 on or before December 31, 2025, inclusive of all related real and business personal property development and project costs (the "Improvement Requirement").

The Developers further agree that, following satisfaction of both the Construction Requirement and the Improvement Requirement, and continuing through the end of the Term (or earlier termination), approximately fifty-seven (57) Full-Time Employees with a Weighted Average Base Salary of at least $128,300.00 shall be employed at the Premises. "Full-Time Employee" means an individual employed on a full-time basis by either of the Developers, or by an independent contractor acting on their behalf, whose assigned work location is at the Premises. "Weighted Average Base Salary" means the average annual salary determined by dividing the combined total annual salaries of the fifty-seven (57) Full-Time Employees with the highest salaries by fifty-seven (57), based on each employee's gross income before deductions.

Wells Fargo shall not be entitled to receive any grant under Section 8 until both the Construction Requirement and Improvement Requirement are met. Grant eligibility

will begin in the first full tax year after both requirements are satisfied. This eligibility does not extend the term of the Agreement beyond the original six-year period, which concludes with the 2031 tax year.

III. Venue and Jurisdiction

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Amendment, venue for such action shall lie in the state courts located in Denton County, Texas, or in the United States District Court for the Eastern District of Texas – Sherman Division. This Amendment shall be construed in accordance with the laws of the State of Texas.

IV. Counterparts

This Amendment may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

V. Authority to Execute Amendment

Each of the persons listed below expressly warrants that he or she has been expressly authorized to execute this Amendment for an on behalf of the respective parties.

EXECUTED this 3rd day of February, 2026

[Signature page to Amendment follows]

DENTON COUNTY TEXAS:

By: Andy Eads
Honorable Andy Eads
Denton County Judge

Date: February 10, 2026

ATTEST:

By: _____
Denton County Clerk

Wells Fargo Bank, N.A.

By: John G Sacharides
John Sacharides
Senior Vice President

Date: 12/18/2025

DDI Lewisville, LLC (Formerly Known as Digital Lewisville, LLC)

By: Rafal Rak
Rafal Rak
Vice President of Portfolio Management

Date: 12/18/2025

STATE OF TEXAS §
§
COUNTY OF DENTON §

DENTON COUNTY JUDGE'S ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Eads, County Judge for Denton County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Denton County, Texas, a political subdivision of the State of Texas, that he was duly authorized to perform the same by appropriate resolution of the Denton County Commissioners Court, and that he executed the same as the act of said County for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE on this 10th day of February 2026.

TERESA SWANER
Notary Public-State of Texas
Notary ID #1166618-2
Commission Exp. APRIL 16, 2027

Notary Public, State of Texas

My commission expires: April 16, 2027

Exhibit "A" - General Warranty Deed

Denton County
Juli Luke
County Clerk

Instrument Number: 21891

ERecordings-RP

WARRANTY DEED

Recorded On: March 01, 2024 02:56 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $41.00

*********** THIS PAGE IS PART OF THE INSTRUMENT ***********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	21891
Receipt Number:	20240301000600
Recorded Date/Time:	March 01, 2024 02:56 PM
User:	Denise W
Station:	Station 18

Record and Return To:

Corporation Service Company

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF DENTON	§	

DIGITAL LEWISVILLE, LLC a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto DDI LEWISVILLE, LLC, a Delaware limited liability company ("**Grantee**"), the real property in Denton County, Texas, fully described in **Exhibit A**, together with all buildings and improvements located thereon (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee and is made expressly subject to (i) real estate taxes and assessments imposed by a governmental authority having jurisdiction which affect the Property, a lien not yet delinquent as of the date hereof, (ii) zoning and building laws, ordinances, maps, resolutions and regulations of all governmental authorities having jurisdiction which affect the Property and the use and improvement thereof, (iii) the rights of tenants, as tenants only, under leases in effect at the Property as of the date hereof, (iv) all liens, encumbrances, reservations, restrictions, conditions, covenants, obligations, liabilities, rights-of-way, easements and other matters of record as of the date hereof insofar as they lawfully affect the Property, and (v) all matters which would be revealed or disclosed by an accurate and complete survey of the Property (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

For the same consideration, but without representation, recourse or warranty, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, to Grantee, all of Grantor's rights, titles, and interests, if any, in and to streets, alleys, rights-of-way adjacent to the Property and any strips and gores of real estate adjacent to the Property, together with all rights, titles, and interests appurtenant to the foregoing.

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

Grantee, by its acceptance hereof, hereby assumes and agrees to pay its pro rata share of any and all standby fees, taxes, and assessments levied against the Property by any taxing authority from and after the date hereof for the calendar year 2024, and any and all standby fees, taxes, and assessments levied against the Property by any taxing authority for subsequent years.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below to be effective as of the 1st day of March, 2024.

GRANTOR:

DIGITAL LEWISVILLE, LLC,
a Delaware limited liability company

By: _____
Name: Andrew Alves
Title: Authorized Signatory

STATE OF NY §
§
COUNTY OF Westchester §

This instrument was acknowledged before me on this 28 day of February, 2024, by Andrew Alves, Authorized Signatory of Digital Lewisville, LLC, a Delaware limited liability company.

Barbara Levy
NOTARY PUBLIC

[Seal]

BARBARA LEVY
STATE OF NEW YORK
NOTARY PUBLIC
NY COMMISSION EXPIRES 06/20/2017

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

EXHIBIT A

Legal Description

Being all of Lot 1RA2, in Block "A" of TEXAS INSTRUMENTS ADDITION LOT 1RA1 & TRA2, BLOCK 1, a subdivision in Denton County, Texas, according to the map or plat thereof recorded in Document No. 2023-63 of the Plat Records of Denton County, Texas.

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

ATTACHMENT 1:

381 AGREEMENT AMONG DENTON COUNTY, WELLS FARGO BANK, N.A., AND DIGITAL LEWISVILLE, LLC

381 AGREEMENT AMONG DENTON COUNTY, WELLS FARGO BANK, N.A., AND DIGITAL LEWISVILLE, LLC

STATE OF TEXAS

COUNTY OF DENTON

This CHAPTER 381 AGREEMENT is entered into by and between Denton County, Texas, a political subdivision of the State of Texas ("County"), Digital Lewisville, LLC, a Delaware limited liability company ("Owner"), and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo"). The Owner and Wells Fargo shall be referred to herein collectively as the "Developers." The County, Owner, and Wells Fargo shall be referred to herein collectively as the "Parties."

WITNESSETH:

WHEREAS, the County finds that the administration of a program to provide a grant of public money to Wells Fargo in an amount hereinafter set forth, in return for certain construction alterations on the real property described in metes and bounds in Exhibit A, attached hereto and made part hereof for all purposes, that will directly serve the public purpose of promoting local economic development and stimulating, encouraging, and developing business and commercial activity within the County, hereinafter referred to as "Program";

WHEREAS, the County has determined that the Program contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Program;

WHEREAS, Owner is the current owner of the PREMISES (as defined hereafter);

WHEREAS, it is anticipated that Owner will lease the PREMISES (as defined hereafter) to Wells Fargo;

WHEREAS, it is anticipated that the Developers will complete the REAL PROPERTY IMPROVEMENTS (as defined hereafter) and fulfill the other obligations contemplated by this Agreement, including but not limited to those described in Section 2 and Section 3;

WHEREAS, Section 381.004 of the Local Government Code (the "Statute") provides statutory authority for establishing and administering the said Program, including making loans and grants of public money, and on December 20, 2022 the County adopted the Denton County Economic Incentive Policy attached hereto as Exhibit B (the "Policy"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Statute, and the County has determined that this Agreement satisfies the requirements of the Statute and the Policy.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The property to be the subject of this Agreement shall be a tract of land no less than approximately 16.5 acres and described by Exhibit A attached hereto and made a part hereof and shall be hereinafter referred to as the "PREMISES."
2. The Developers agree and covenant that they will diligently and faithfully, in a good workmanlike manner, make, or cause to be made, REAL PROPERTY IMPROVEMENTS to the PREMISES, consisting of all improvements constructed on the PREMISES following execution of this Agreement, including office/data center structures, whether one or more, in a total area of not less than 80,000 sq. feet, hereinafter referred to as "REAL PROPERTY IMPROVEMENTS," in accordance with all applicable state and local laws and regulations or a valid waiver thereof. The REAL PROPERTY IMPROVEMENTS together with all tangible personal property added to the PREMISES shall be referred to as the "IMPROVEMENTS." The Developers agree that the REAL PROPERTY IMPROVEMENTS shall meet all qualifications required for issuance of a certificate of occupancy by December 31, 2024 (the "Construction Requirement"). Notwithstanding the foregoing, the Developers shall have such additional time to complete the REAL PROPERTY IMPROVEMENTS as may be required in the event of Force Majeure if the Developers are diligently and faithfully pursuing completion of the REAL PROPERTY IMPROVEMENTS. "Force Majeure" shall mean any act or event, whether foreseen or unforeseen, that prevents the Developers from performing their obligations, or satisfying any conditions to their obligations, under this Agreement and that is beyond the reasonable control of the Developers, including, without limitation, acts of God or public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action

including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Developers), fire, explosion, flood, strike, pandemic, endemic, quarantine, or the inability to procure labor or materials from normally available sources, or any action of the elements, including without limitation, inappropriate temperature conditions, rainfall, or other interfering precipitation or weather conditions. In further consideration, the Developers agree to make, or cause to be made, a minimum investment, on or before December 31, 2024, in the IMPROVEMENTS of not less than $470,050,000, including all related project and development costs such as building structure, interior building finish, interior tenant finish, landscaping, site work, professional fees and interest (the "Improvement Requirement").

The Developers further agree that during the Term of this Agreement following fulfillment of the Construction Requirement and Improvement Requirement and continuing thereafter until the end of the Term of this Agreement or earlier termination of same, approximately fifty-seven (57) Full-Time Employees with a Weighted Average Base Salary of at least $128,300.00 shall work at the Premises. "Full-Time Employee" shall mean any individual employed on a full-time basis by either of the Developers, or an independent contractor working on behalf of either of the Developers, whose assigned work location is on the Premises. "Weighted Average Base Salary" shall mean the average annual salary calculated by dividing the combined total annual salaries of the fifty-seven (57) Full-Time Employees with the highest salaries (or the combined total annual salaries of all Full-Time Employees if there are fewer than fifty-seven (57) Full-Time Employees) by fifty-seven (57) (or by the total number of Full-Time Employees if there are fewer than fifty-seven (57) Full-Time Employees); in each case, the annual salary for each Full-Time Employee shall be based on that person's gross income before any deductions or exclusions.

The consequence of not meeting the Construction Requirement or Improvement Requirement is that the Wells Fargo is not entitled to a grant under Section 8 hereof until both of those requirements are met. Wells Fargo will be entitled to a grant under Section 8 hereof in the first full year after both the Improvement Requirement and Construction Requirement are met. For illustration purposes only, if the Improvement Requirement is

met in 2024, but the Construction Requirement is not met until December 31, 2025, then Wells Fargo will be entitled to grants pursuant to Section 8 hereof starting with tax year 2026 (i.e., the first full year after the requirements are met).

3. Wells Fargo must certify annually to the governing body of the County that it is in compliance with each applicable term of this Agreement by submitting an Incentive Evaluation Report (Exhibit C) no later than the first April 30th after every year Wells Fargo claims a grant under Section 8 hereof to the County's Economic Development Department. To the extent required by applicable law, the Developers shall submit to the Denton Central Appraisal District renditions of business personal property located at the Premises that each owns, if any, by the deadline required by applicable law of each year that Wells Fargo claims a grant under Section 8 hereof.

4. In the event the Developers breach Section 2 of this Agreement, the County shall give the Developers written notice of such default, and if the Developers have not obtained a valid waiver thereof from the County or commenced to cure such default within a sixty (60) day period following Developers' receipt of said notice and thereafter diligently proceeded with efforts to cure same, this Agreement may be terminated by the County by giving written notice thereof to the Developers at any time before such failure is actually cured. Notices shall be in writing as provided below. The Developers shall not be liable for any damages as a result of breaching this Agreement other than the termination of this Agreement going forward, which termination shall be the County's sole remedy. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, a Resolution Event shall not be grounds upon which the County may terminate this Agreement. A "Resolution Event" means the filing of and pursuit of an insolvency related proceeding against Wells Fargo or Wells Fargo's assets pursuant to applicable law (e.g., the Dodd-Frank Wall Street Reform and Consumer Protection Act).

5. At any time and without County approval, Owner may transfer the PREMISES and its rights and obligations under this Agreement to (i) an Affiliate of Owner, or (ii) Wells Fargo or its Affiliate, and Wells Fargo or its Affiliate may transfer the PREMISES, and all rights and obligations under this Agreement, to another Affiliate of Wells Fargo. Owner and Wells Fargo (or its Affiliate) may transfer the PREMISES, and all rights and obligations under this Agreement, to any person or entity that is not an Affiliate of Wells

Fargo with County approval, which shall not be unreasonably withheld or delayed so long as the assignee agrees to be bound by all terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Section 5, in connection with a Resolution Event, the County hereby consents to the assignment, delegation, or transfer of any or all of Wells Fargo's rights and obligations under this Agreement, in whole or in part, to any entity that is or becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate of Wells Fargo or a successor to the whole or a part of Wells Fargo's business. The term "Affiliate" means any entity that controls, is controlled by, or is under common control with Wells Fargo or Owner, as the case may be.

Notwithstanding any provision in this agreement to the contrary, under no circumstances shall Owner (or any person or entity related thereto or affiliated therewith) have any liability or obligation to the County as a result of, or in connection with, this Agreement (including, without limitation, as a result of the failure to meet any of the requirements set forth in Sections 2 and 3 of this Agreement, the failure to comply with Section 5 of this Agreement, or any other provision of this Agreement, due to any reason.)

6. It is understood and agreed between the parties that the Developers, in performing their obligations hereunder, are acting independently, and the County assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the parties that the County, in performing its obligations hereunder, is acting independently, and the Developers assume no responsibilities in connection therewith to third parties.

7. The Developers further agree that the County, its agents and employees, shall have reasonable rights of access to the PREMISES to inspect the IMPROVEMENTS in order to ensure that the construction of the IMPROVEMENTS is in accordance with all applicable agreements with the County, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Developers' reasonable security requirements and provisions of tenant leases.

8. Subject to the terms and conditions of this Agreement, County shall make grants to Wells Fargo with respect to the IMPROVEMENTS referenced herein, which grants shall be in amounts equal to **sixty-five percent (65%)** of the Denton County property taxes

assessed and paid upon the IMPROVEMENTS, commencing on January 1 of the first full calendar year following fulfillment of the Construction Requirement and Improvement Requirement, and applicable to the **six (6) year period** commencing on such January 1 date. The County will pay each such grant to Wells Fargo not later than **forty-five (45) days** after confirmation of payment of taxes (with interest for late payments at the average interest rate earned by the County with respect to its invested funds at the time of such payment). In no case will the County make a grant to Wells Fargo calculated with respect to taxes owed for a tax year prior to all County property taxes with respect to the PREMISES and IMPROVEMENTS being paid in full for that tax year, provided that the Developers retain the right to timely and properly protest and contest any such taxes.

9. The total Grant amount shall not exceed $3,987,987.40 during the Term of this Agreement

10. The County represents and warrants that the PREMISES do not include any property that is owned by a member of the Denton County Commissioners Court having responsibility for the approval of this Agreement.

11. Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below. A notice shall be deemed delivered on the earlier of the date of delivery or the date the notice is available for pickup, all as evidenced by the records of the delivering person or entity. If the party to which notice is given rejects or otherwise refuses to accept the notice (e.g., if the party does not pick up the notice timely), or if the notice cannot be delivered because of a change in address for which no notice was given, the notice shall be deemed delivered upon the rejection, refusal, or inability to deliver the notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If any notice is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice is deemed received on the next business day.

For County by notice to:

Denton County Judge
1 Courthouse Drive
Denton, Texas 76208

For Wells Fargo by notice to:

Wells Fargo CPG
Attn: Property Admin (BE #112103)
MAC D1116-L10
1525 West W.T. Harris Blvd.
Charlotte, NC 28262

For Owner by notice to:

Digital Lewisville, LLC
2323 Bryan Street, Suite 1800
Dallas, TX 75201
Attn: Portfolio Manager

Any party may change the address to which notices are to be sent by giving the other Parties written notice in the manner provided in this paragraph.

12. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

13. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid illegal or unenforceable provision there shall be added a new provision by agreement of the Parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

14. Whenever the context requires, all words herein shall be deemed to include the male, female, and neuter gender, and singular words shall include the plural, and vice versa.

15. The County shall from time to time within fifteen (15) days following written request from either of the Developers, deliver to the Developers an estoppel certificate stating (i) that this Agreement is in full force and effect, (ii) that there is no default on the part of the Developers under this Agreement, or any occurrence which after notice and the

passage of time would constitute a default, or if a default or any such occurrence exists, the nature thereof, and (iii) such other factual matters pertaining to this Agreement as may be reasonably requested by either of the Developers.

16. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alternation of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

1. The County represents and warrants that this Agreement has been authorized by action of the Denton County Commissioners Court and that the County Judge is duly authorized to execute this Agreement on behalf of the County.

17. This Agreement is entered into by the Parties consistent with the Policy.

18. Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

19. This Agreement shall be effective on the date that this Agreement is executed by the Parties, and the term of this Agreement shall continue until, and include, the date by which the County is required to make the final grant payment under section 8 of this Agreement; provided, however, this Agreement may terminate earlier in accordance with the provisions of this Agreement (the "Term").

20. Notwithstanding anything else to the contrary in this Agreement, if the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, the Developers shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period the Developers were delayed. The Term and any other applicable periods shall be extended, if necessary, to provide Wells Fargo the full amount of grants contemplated by this Agreement.

EXECUTED as of the last date indicated below:

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT THREE (3) PAGES]

Docusign Envelope ID: 687AB4C3-FEB1-462E-BFB2-861B197FA302

DENTON COUNTY, TEXAS:

By: _____
Andy Eads
Denton County Judge

Date: January 17, 2023

ATTEST:

By: _____
Denton County Clerk

TEXAS COMMISSIONERS' COURT OF DENTON COUNTY

STATE OF TEXAS §
§
COUNTY OF DENTON §

COUNTY JUDGE'S ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Eads, County Judge for Denton County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Denton County, Texas, a political subdivision of the State of Texas, that she was duly authorized to perform the same by appropriate resolution of the Denton County Commissioners Court, and that she executed the same as the act of said County for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of January, 2023.

_____
Notary Public, State of Texas
My commission expires: 09.5.2024

CHERYL KNIGHT
Notary Public-State of Texas
Notary ID #1209232-6
Commission Exp. SEPT. 05, 2024

Wells Fargo Bank, N.A.

By: _____

By: John Saclarides Date: 12.20.22

Name: _____

Its: SVP

STATE OF North Carolina §

§

COUNTY OF Mecklenburg §

WELLS FARGO'S ACKNOWLEDGMENT

BEFORE ME, the undersigned, John Saclarides, on behalf of Wells Fargo Bank, N.A. known to me to be SVP for Wells Fargo Bank, N.A., and to be the person who signed and executed the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of December, ~~2023~~ 2022

Notary Public, State of ~~Texas~~ North Carolina

My commission expires: 03/21/2024

JULIA ACHI
My Commission Expires
NOTARY
PUBLIC
03-21-2024
MECKLENBURG COUNTY, NC

Digital Lewisville, LLC

By: Rafal Rak

By: Rafal Rak Date: 12/31/22
Name: RAFAL RAK
Its: VICE PRESIDENT OF PORTFOLIO MGMT

STATE OF Okla §
§
COUNTY OF Tulsa §

OWNER'S ACKNOWLEDGMENT

BEFORE ME, the undersigned, RAFAL RAK, on behalf of Digital Lewisville, LLC known to me to be VICE PRESIDENT for Digital Lewisville, LLC, and to be the person who signed and executed the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31 day of December, ~~2023.~~ As 2022

Angela Smith
Notary Public, State of ~~Texas~~ Oklahoma
My commission expires: 10/22/2024

ANGELA SMITH
Notary Public, State of Oklahoma
Commission # 12010063
My Commission Expires 10-22-2024

FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT (this "First Amendment") is entered into by and between the **CITY OF LEWISVILLE**, a home rule city and municipal corporation principally situated in Denton County, Texas, duly acting by and through its City Manager (the "City"), and **WELLS FARGO BANK, N.A.**, a national banking association (the "Company") (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, the City and Company entered into an Economic Development Agreement on December 6, 2022 (the "Agreement") relating to construction of a data center on a 16.5-acre property located at 2501 Edmonds Lane, Lewisville, TX 75067 (formerly known as 2501 S. State Highway 121 Business, Suite 400, Lewisville, TX 75067) (the "Property," and together with the Improvements thereto, the "Premises"); and

WHEREAS, the Company committed to investing a total minimum capital investment of FOUR HUNDRED SEVENTY MILLION FIFTY THOUSAND DOLLARS AND NO CENTS ($470,050,000.00) (the Minimum Capital Investment, defined below) on or before the Substantial Completion date; and

WHEREAS, the Minimum Capital Investment requirement was achieved on September 30, 2025; and

WHEREAS, as a result of internal restructuring, Digital Lewisville, LLC's name is now DDI Lewisville, LLC, the updated entity remains under the same ownership and control; and

WHEREAS, City and Company wish to amend the Agreement in order to 1) update references to Digital Lewisville, LLC to DDI Lewisville, LLC; 2) amend the date by which the Minimum Capital Investment must be achieved; 3) add an Additional Capital Investment (defined below) requirement; 4) add penalties for failing to make the Additional Capital Investment; and 5) change the date by which certain documents must be submitted to the City in connection with the Building Permit Fee Grant.

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the City and the Company as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendment to Recitals. All references to Digital Lewisville, LLC ("Digital Lewisville"), are hereby amended to refer to DDI Lewisville, LLC ("Digital Lewisville").

SECTION 3. Amendment to Article II. Definitions. "Capital Investment." Article II. Definitions. "Capital Investment," is hereby amended to read as follows:

> **"Capital Investment"** shall mean the total amount of money invested or caused to be invested by the Company and/or Digital Lewisville in the Real Property Improvements (hereinafter defined) and Business Personal Property Improvements, further described in sections 5.3.1 and 5.3.2.

SECTION 4. Amendment to Section 4.4.2 Building Permit Fee Grant. Section 4.4.2 Building Permit Fee Grant is hereby amended to read as follows:

> 4.4.2 Building Permit Fee Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Building Permit Fee Grant by the City in accordance with this Agreement following Substantial Completion, meeting the Minimum Capital Investment requirement, and the submission to the City of the documents required by this Section. Within forty-five (45) days following the latter of the date of Substantial Completion or meeting the Minimum Capital Investment requirement, the Company shall submit to the City all of the following: (1) a letter of request for payment, (2) proof of payment for all fees paid to the City at the time of applying for a building permit for the Real Property Improvements, and (3) any other documentation or information reasonably required by the City.

SECTION 5. Amendment to Section 5.3 Minimum Investment Condition. Section 5.3 Minimum Investment Condition is hereby amended to read as follows:

> 5.3 Minimum Investment Conditions.
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> 5.3.1 Minimum Capital Investment. The total minimum capital investment shall be FOUR HUNDRED SEVENTY MILLION FIFTY THOUSAND DOLLARS AND NO CENTS ($470,050,000.00) (the "Minimum Capital Investment"). Company and/or Digital Lewisville shall meet the Minimum Capital Investment on or before December 31, 2025. Failure to meet the Minimum Capital Investment on or before December 31, 2025, shall result in a loss of the Company's right to the Annual Grants for that calendar year but shall not adversely affect the Company's right to the Annual Grants for any other calendar year in which the Minimum Capital Investment has been met. Failure to meet the Minimum Capital Investment at any point during the Term shall not constitute a material breach of this Agreement.
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> 5.3.2 Additional Capital Investment. The total additional capital investment shall be ONE HUNDRED MILLION DOLLARS AND NO CENTS ($100,000,000.00) (the "Additional Capital Investment"). Company and/or Digital Lewisville shall meet the Additional Capital Investment on or before December 31, 2028. Failure to meet the Additional Capital Investment on or before December 31, 2028, shall result in a loss of the Company's right to the Annual Grants for that calendar year but shall not adversely affect the Company's right to the Annual Grants for any other calendar year in which the Additional Capital Investment has been met. Failure to meet the Additional Capital

Investment at any point during the Term shall not constitute a material breach of this Agreement.

SECTION 6. Amendments and Waivers. This First Amendment may be modified or rescinded only by a writing signed by the City and Company or their duly authorized agents.

SECTION 7. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 8. Successors and Assigns. This First Amendment shall be binding upon the Parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

SECTION 9. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

SECTION 10. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 11. Effective Date. The effective date of this First Amendment shall be the date of execution of this First Amendment.

SECTION 12. Authorization. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the First Amendment on behalf of the City.

SIGNATURE PAGE FOLLOWS

DATED this the 3rd day of February, 2026.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

WELLS FARGO BANK, N.A.

John Saclarides,
Executive Director