

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”).

WITNESSETH

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.

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.

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 _____ day of _____, 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 G Saclarides
John Saclarides,
Executive Director