

**TERMINATION OF JOINT DEVELOPMENT AGREEMENT**  
**(AMKOR-PARCEL D-15/16)**

This Termination of Joint Development Agreement (this “**Termination**”) is made as of \_\_\_\_\_, 2025 (the “**Termination Date**”), by and among Vistancia Development LLC, a Delaware limited liability company (“**VDV**”), Amkor Technology Arizona, Inc., an Arizona corporation (“**Amkor**”), and the City of Peoria, a municipal corporation of the State of Arizona (the “**City**”). Amkor, VDV, the City and the Contract Administrator (as defined in *Section 2.1* of the Agreement), are sometimes hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

- A. The Parties entered into that certain Joint Development Agreement, dated November 22, 2024 (the “**Agreement**”).
- B. As of the Termination Date, the Amkor Property (as defined in the Agreement) is no longer owned by Amkor.
- C. Therefore, the Parties now desire to terminate the Agreement in accordance with the terms and conditions set forth in this Termination.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, the terms of which are agreed to by the Parties, and which are hereby incorporated by reference, and also in consideration of the mutual agreements, covenants and promises contained in this Termination and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Termination shall have the meaning set forth in the Agreement.
2. Termination. The Parties hereby agree that the Agreement and every provision thereof shall terminate and be of no further force or effect as of the Termination Date set forth above.
3. Successors and Assigns. Any reference in this Termination to any Party shall include successors or assigns of such Party’s rights and powers hereunder.
4. Governing Law. This Termination is entered into in Arizona and shall be governed by and construed in accordance with the laws of the State of Arizona.
5. Attorneys’ Fees and Costs. If legal action by any Party is brought because of a breach of this Termination or to enforce a provision of this Termination, the prevailing party will be entitled to reasonable attorneys’ fees and court costs.
6. Counterparts. This Termination may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

**[NO FURTHER TEXT ON THIS PAGE – SIGNATURE PAGES FOLLOW]**

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

**CONTRACT ADMINISTRATOR:**

**VISTANCIA DEVELOPMENT LLC,**  
a Delaware limited liability company

By: Vistancia Investors LLC, a Delaware  
limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**VDV:**

**VISTANCIA DEVELOPMENT LLC,**  
a Delaware limited liability company

By: Vistancia Investors LLC, a Delaware  
limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[SIGNATURE PAGE FOLLOWS]**

**AMKOR:**

**AMKOR TECHNOLOGY ARIZONA, INC.,**  
an Arizona corporation:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

**CITY OF PEORIA**, an Arizona municipal corporation

By: \_\_\_\_\_  
Henry Darwin, City Manager

**ATTEST:**

\_\_\_\_\_  
Agnes Goodwine, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Emily Jurmu, City Attorney