

LICENSE AGREEMENT (POSSESSORY INTEREST)

THIS LICENSE AGREEMENT (POSSESSORY INTEREST) (the “Agreement”) is made as of this [28th] day of August, 2025 (the “Effective Date”) by and between **AMKOR TECHNOLOGY ARIZONA, INC.**, an Arizona corporation (“Grantee”), and **CITY OF PEORIA**, an Arizona municipal corporation (“Grantor”). Grantee and Grantor are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS:

A. The State of Arizona, by and through State Land Department of the State of Arizona (“ASLD”), owns that certain real property consisting of approximately 834 acres, known as Peoria Innovation Core 2 in the City of Peoria, in Maricopa County, Arizona (the “Core 2 Property”);

B. Grantor was the successful bidder for the Core 2 Property that is the subject of Public Auction Sale No. 53-125421, held on August 27, 2025, and Grantor executed that certain Certificate of Purchase No. 53-125421 (the “Certificate of Purchase”) and that certain Participation and Infrastructure Contract Regarding ASLD Sale No. 53-125421, dated August 27, 2025 (the “Participation Contract”);

C. Pursuant to the Participation Contract, Grantor may grant easements, licenses, and/or rights of way to third parties over the Core 2 Property to allow for, among other things (a) construction of improvements that are permitted under the terms of the Participation Contract, staging of construction equipment and materials, and cutting, filling, importing, exporting from the Unpatented Property (as defined in the Participation Contract) to any Patented Parcel (as defined in the Participation Contract), and stockpiling of dirt and other fill materials in accordance with the grading and drainage plans approved by ASLD, (b) temporary drainage, (c) grant rights of way for roads, drainage, water/sewer, etc. with such rights of way subject to potential relocation as appropriate/necessary, (d) other activities reasonably required in connection with development of the Core 2 Property and not otherwise permitted under the Participation Contract, so long as such Possessory Interest: (i) does not impose any affirmative obligations on ASLD to construct improvements or pay money with respect to the cost of constructing improvements within such easements or rights of way, (ii) includes insurance and indemnity provisions customarily required by ASLD, and (iii) is terminable upon cancellation of the Certificate of Purchase and upon such termination any improvements (except Backbone Infrastructure, as defined in the Participation Contract) will, at the option of ASLD, be removed by the party (at such party’s sole cost) to whom the Possessory Interest is granted;

D. Grantor and Grantee are parties to that certain Exchange Agreement, of even date herewith (the “Exchange Agreement”), pursuant to which, among other things, Grantee agreed to acquire the Core 2 Amkor Parcel, legally described and as generally depicted on Exhibit A attached hereto, in exchange for the Amkor Vistancia Parcel (each as defined in the Exchange Agreement) further subject to the terms and conditions set forth in the Exchange Agreement;

E. In connection with the Exchange Agreement, Grantee has requested that Grantor grant a Possessory Interest in favor of Grantee, its successors and permitted assigns, and its employees, agents, consultants, and contractors (collectively, the “Grantee Parties”), for a temporary license in, on, under, over and across the Core 2 Amkor Parcel for purposes of the Grantee Parties entering upon the Core 2 Amkor Parcel and conducting the due diligence activities and other inspections on the Core 2 Amkor Parcel as set forth in Section 2.2(B) of the Exchange Agreement, and constructing and installing the Permitted Improvements (as defined in the Participation Contract) on the Core 2 Amkor Parcel, together with reasonable vehicular and pedestrian ingress, egress, and access on and over the Core 2 Property to and from

the Core 2 Amkor Parcel on and through a publicly dedicated road (to be constructed by Grantor), on the terms and conditions contained in this Agreement and the Participation Contract; and

F. Grantor is willing to grant such a license, on the terms and conditions contained herein and in the Participation Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, covenant and agree for themselves and their successors and permitted assigns as follows:

1. Definitions; Recitals. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings given to such terms in the Exchange Agreement and in the Participation Agreement, as applicable. The Recitals set forth above are true and correct and incorporated in this Agreement by this reference.

2. Grant of Possessory Interest. Subject to the terms and conditions in the Participation Contract, Grantor hereby grants, bargains and conveys to the Grantee Parties a temporary, non-exclusive license in, on, under, over and across the Core 2 Amkor Parcel for purposes of entering upon the Core 2 Amkor Parcel and conducting the due diligence activities and other inspections on the Core 2 Amkor Parcel as set forth in Section 2.2(B) of the Exchange Agreement, and constructing and installing the Permitted Improvements on the Core 2 Amkor Parcel, together with reasonably direct vehicular and pedestrian ingress, egress, and access on and over the Core 2 Property to and from the Core 2 Amkor Parcel on and through a publicly dedicated road, in a location designated by Grantor (the "Possessory Interest"). Notwithstanding anything to the contrary herein, Grantor may grant Grantee additional easements, licenses, and/or rights of way, including without limitation temporary construction easements, as permitted under the terms of the Participation Contract.

3. Construction and Maintenance of Permitted Improvements. Grantee, at its sole cost and expense, may install Permitted Improvements and will be responsible for all engineering, design, permitting, grading, construction, and installation of such Permitted Improvements on the Possessory Interest. Grantee, at its sole cost and expense, shall maintain and keep the Permitted Improvements installed by Grantee in good condition and state of repair, until such time as this Agreement is terminated or Grantee (or its successor or permitted assignee under the Exchange Agreement) acquires the Core 2 Amkor Parcel.

4. Indemnity. In addition to, and not in limitation of, Grantee's indemnity obligations under the Exchange Agreement, Grantee will indemnify, hold, and save harmless Grantor and any of its public officials, agents, employees, and representatives, and ASLD and the State of Arizona and any of their departments, divisions, agencies, officers, or employees ("Grantor Indemnitees"), for, from and against any and all claims (including, without limitation, claims for mechanics' liens or materialmen's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "Claims") arising out of or relating to Grantee Parties' activities on the Core 2 Property or related to the license granted under this Agreement carried on by or on behalf of any Grantee Party; provided, however, this indemnity shall not apply to the extent any such Losses arise out of or result from (a) any act or omission of Grantor or its Grantor Indemnitees, or (b) any adverse condition or defect on or affecting the Core 2 Property not caused or impacted by the Grantee Parties discovered during their activities on the Core 2 Property, including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance, as such term is defined in the Exchange Agreement). Grantee shall promptly repair

any disturbance to the Core 2 Property caused by any Grantee Party's entry thereon and restore the Core 2 Property to substantially the same condition in which it existed prior to such entry, except for any Permitted Improvements (subject to Section 8 below). This Section will survive the termination of this Agreement.

5. Insurance. Unless waived in writing by ASLD, Grantee, at its expense, shall at all times during the term of this Agreement maintain in full force a policy or policies of commercial general liability insurance, including bodily injury, property damage, personal injury and broad form contractual liability coverage, written by one or more duly licensed (or approved non-admitted) insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII, and each policy shall be written on an occurrence basis, which insure the Grantor Indemnitees against liability for injury to persons and property and death of any person or persons occurring in, on or about the Possessory Interest, or arising out of Grantee's or Grantee's maintenance, use and occupancy thereof. The policies shall provide that their coverage is primary over any other insurance coverage available to the Grantor Indemnitees. Grantee shall furnish Grantor with a certificate of insurance evidencing that Grantee has the insurance as required by this Agreement upon request. Grantee must provide thirty (30) days' written notice to Grantor if applicable insurance is to expire, be suspended, be cancelled, or be materially changed for any reason. Such notice shall be sent directly to Grantor from Grantee. The insurance described in this paragraph shall afford protection not less than:

General Aggregate:	\$2,000,000.00
Personal Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability - Written and Oral:	\$1,000,000.00
Fire Damage (Any one fire):	\$500,000.00

in combined single limits and each liability policy or policies shall be written on an occurrence basis; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on ASLD's reasonable request so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in Maricopa County, whichever is greater. This Section will survive the termination of this Agreement for two (2) years or until Grantee acquires the Core 2 Amkor Parcel, whichever is sooner.

6. Covenants Running with the Core 2 Property and the Core 2 Amkor Parcel and Grantee Property. The benefits and burdens of this Agreement shall run with the Core 2 Amkor Parcel and Core 2 Property and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their successors and assigns, until such time as this Agreement is terminated or Grantee (or its successor or permitted assignee under the Exchange Agreement) acquires the Core 2 Amkor Parcel, except for any provisions that expressly survive termination of this Agreement.

7. Enforcement; Attorneys' Fees. The covenants and agreements contained in this Agreement may be enforced by Grantee or Grantor and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event of any litigation or arbitration arising out of or related to this Agreement, as between Grantor and Grantee the substantially prevailing party shall be entitled to recover from the non-substantially prevailing party its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding. The immediately preceding sentence of this Section shall survive the termination of this Agreement.

8. Term of Agreement. This Agreement is effective as of the Effective Date and shall automatically terminate and be of no further force and effect (except for any provisions that expressly survive termination of the Agreement) upon the earlier of the following: (a) termination or cancellation of

the Exchange Agreement for any reason, or (b) Grantee (or its successor or permitted assignee under the Exchange Agreement) acquires the Core 2 Amkor Parcel. If this Agreement is terminated pursuant to clause (a) above for any reason other than a default by Grantor under the Exchange Agreement, Grantee will remove any improvements constructed or installed on the Possessory Interest (except for grading and drainage improvements) promptly after written request from Grantor to Grantee. After termination of this Agreement, upon the written request of Grantor or Grantee, the Parties shall execute and deliver such documents and instruments as are reasonably required in order to evidence the termination of this Agreement. This Section will survive the termination of this Agreement.

9. Notices. All notices and other communications to any Party required or permitted hereunder shall be in writing and shall be given and received in accordance with the notice provisions in the Exchange Agreement.

10. Non-Waiver. No delay or failure by either Party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

11. Not A Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Core 2 Amkor Parcel to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement shall be strictly construed and limited to and for the purposes herein expressed.

12. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to its conflict of laws rules. The Parties agree that all actions or proceedings arising directly or indirectly out of this Agreement shall be litigated in the Superior Court of Maricopa County or the United States District Court for the District of Arizona. The Parties expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced in or removed by any Party to any of such courts. This Section will survive the termination of this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original instrument. The Parties consent to signing this Agreement with electronic signatures and agree that their electronic signatures are intended to authenticate this Agreement and to have the same force and effect as handwritten signatures. The term “electronic signature” is intended to be construed consistent with the Uniform Electronic Transactions Act to mean any electronic sound, symbol, or process that is both: (1) attached to or logically associated with a contract or record, and (2) executed or adopted with the intent to sign such contract or record.

15. Third Party Beneficiary. The State of Arizona and ASLD are intended third-party beneficiaries of this Agreement and may enforce any of the provisions of this Agreement for the benefit of the State of Arizona or ASLD.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:

CITY OF PEORIA, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

GRANTEE:

AMKOR TECHNOLOGY ARIZONA, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Core 2 Amkor Parcel Legal Description

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, FROM WHICH THE NORTHEAST CORNER OF SECTION 16, BEARS NORTH 01°28'56" WEST, A DISTANCE OF 2,617.42 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, NORTH 89°12'30" WEST, A DISTANCE OF 1,953.71 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°47'30" WEST, A DISTANCE OF 54.29 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°12'30" EAST, A DISTANCE OF 2,034.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTH, A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 10°55'10", AND A LENGTH OF 141.03 FEET;

THENCE ALONG A NON-TANGENT LINE, SOUTH 10°08'07" EAST, A DISTANCE OF 62.84 FEET;

THENCE SOUTH 11°18'13" WEST, A DISTANCE OF 2,183.68 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE LOOP 303, AS SHOWN ON RIGHT-OF-WAY MAP S-303-A-700;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 84°27'37" WEST, A DISTANCE OF 1,643.87 FEET;

THENCE NORTH 85°36'33" WEST, A DISTANCE OF 154.85 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°47'30" EAST, A DISTANCE OF 2,366.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 4,548,790 SQUARE FEET OR 104.426 ACRES, MORE OR LESS.

Exhibit A Continued

