

**EXCHANGE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**dated**

\_\_\_\_\_, 2025

**by and between**

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

**as “Amkor”**

**and**

**CITY OF PEORIA,  
a municipal corporation of the State of Arizona**

**as “City”**

**EXCHANGE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS EXCHANGE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this “**Agreement**”) is made and entered into as of August [28], 2025 (the “**Agreement Date**”), by and between **AMKOR TECHNOLOGY ARIZONA, INC.**, an Arizona corporation (“**Amkor**”) and **CITY OF PEORIA**, a municipal corporation of the State of Arizona (the “**City**”).

**RECITALS**

A. Amkor and Vistancia Development LLC, a Delaware limited liability company (“**VDV**”), were parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated February 20, 2024, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated April 18, 2024, that certain Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated May 10, 2024, that certain Third Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated May 30, 2024, that certain Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated June 20, 2024, that certain Fifth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated August 27, 2024, that certain Sixth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated October 7, 2024, and that certain Seventh Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated October 18, 2024 (collectively, the “**Vistancia Purchase Agreement**”), whereby VDV conveyed certain property to Amkor consisting of approximately 56.31 acres of real property designated as Parcel D-15 and Parcel D-16 within Vistancia Commercial Core in the City of Peoria, in Maricopa County, Arizona, legally described and as generally depicted on Exhibit A attached hereto (the “**Amkor Vistancia Parcel**”).

B. In connection with Amkor’s purchase of the Amkor Vistancia Parcel, (i) Amkor and City entered into that certain Economic Development Agreement dated February 20, 2024, and recorded February 21, 2024, as Instrument No. 20240087912 in the official records of Maricopa County, Arizona, as amended by that certain First Amendment to Economic Development Agreement dated October 1, 2024, and recorded October 13, 2024, as Instrument No. 20240545329 in the official records of Maricopa County, Arizona (collectively, the “**EDA**”), and (ii) Amkor, City, and VDV entered into that certain Joint Development Agreement dated November 22, 2024 (the “**JDA**”).

C. City subsequently was the successful bidder in Public Auction Sale No. 53-125421, whereby the State Land Department of the State of Arizona (“**ASLD**”) sold approximately 834 acres of real property in the Peoria Innovation Core (the “**Core 2 Master Property**”) to City. City has or will execute that Certificate of Purchase No. 53-125421 (the “**Certificate of Purchase**”) to evidence its right to acquire the Core 2 Master Property.

D. Upon compliance with the terms of the Certificate of Purchase, City shall have the right to obtain a patent (each, a “**Patent**”) transferring fee title to portions of Core 2 Property from ASLD to the City from time to time.

E. City and Amkor believe that the Core 2 Master Property is a better location for development of improvements for the Amkor project. Accordingly, following receipt of a Patent for the approximately 104 acres of the Core 2 Master Property as depicted on Exhibit B attached hereto (the “**Core 2 Amkor Parcel**”), the City desires to transfer and convey all of its right, title, and interest in and to the Core 2 Amkor Parcel. In exchange, Amkor desires to transfer and convey all of its right, title, and interest in and to the Amkor Vistancia Parcel to the City. Amkor and the City enter into this Agreement to set forth their mutual understanding and agreement regarding the exchange of the Amkor Vistancia Parcel and the Core 2 Amkor Parcel (the “**Exchange**”).

F. Concurrently with this Agreement, Amkor and City have entered into a Third Amendment to the EDA (the “**Core 2 Amkor Parcel DA Amendment**”) for the Core 2 Amkor Parcel. If, prior to the Exchange, this Agreement terminates for any reason, then the Core 2 Amkor Parcel DA Amendment shall also terminate automatically pursuant to the terms of the Core 2 Amkor Parcel DA Amendment.

G. Upon the Closing of this Exchange, Amkor and the City, together with VDV, will terminate the JDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1

### EXCHANGE; ESCROW

1.1 Exchange. Amkor and the City agree to effectuate the Exchange as provided in this Agreement, subject to the terms and conditions set forth herein and the satisfaction of the contingencies set forth herein. The Amkor Vistancia Parcel and the Core 2 Amkor Parcel may be referred to herein individually as an “Exchange Parcel” or collectively as the “Exchange Parcels”.

#### 1.2 Escrow.

A. Establishment of Escrow; Escrow Instructions. Within three (3) Business Days following the date of execution of this Agreement by both Amkor and the City, the parties will deliver a fully executed copy of this Agreement to First American Title Insurance Company, 2555 E. Camelback Road, Suite 350, Scottsdale, Arizona 85016 (Attn: Nanette DeRuiter) (“**Escrow Agent**”). An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Amkor and the City agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent’s engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

B. Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

C. Cancellation Charges. If the escrow fails to close because of Amkor's default, Amkor shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of the City's default, City shall be liable for all customary escrow cancellation charges. If the escrow fails to close for any other reason, Amkor and the City shall each be liable for one-half of all customary escrow cancellation charges.

D. IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the "**Code**") with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

1.3 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably herein) by either of the parties hereto as expressly allowed under this Agreement (including, without limitation, any deemed termination or cancellation), (a) all other documents, instruments, and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, and (b) the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination or cancellation of this Agreement. A copy of any cancellation notice allowed under this Agreement shall be sent to Escrow Agent by the party electing to terminate.

## ARTICLE 2

### TITLE; DUE DILIGENCE; DISCLOSURES

#### 2.1 Title.

A. Title Documents. Each of Amkor and City shall have received (a) a current commitment for an ALTA extended coverage owner's policy of title insurance (07-01-2021), for the Exchange Property (each, a "**Title Report**"), and (b) legible copies of all documents referenced in the Title Report (collectively with the Title Report, the "**Title Documents**"). Each of Amkor and City shall cause a licensed surveyor or engineer to prepare and deliver to Amkor, City, and Escrow Agent, an ALTA survey of the respective Exchange Properties, certified to Amkor, City, and Escrow Agent (each, a "**Survey**").

B. Title Review. By the expiration of the Due Diligence Period, each of Amkor and the City shall be deemed to have accepted all exceptions to title and all other matters shown in the Title Report (or the latest amendment thereto) for its respective Exchange Property.

At any time prior to the expiration of the Due Diligence Period, either party may notify the other of any objections to the exceptions to title and all other matters shown in the Title Report, and the party receiving such objection shall, at no material cost or expense, reasonably cooperate with the other to eliminate title exceptions objected to by the objecting party. Notwithstanding anything in this Agreement to the contrary, each party shall (i) satisfy all Requirements contained in the Title Report that are within its reasonable control or that would customarily be satisfied by sellers of real property and (ii) shall deliver the Exchange Property to the other party at the Closing free and clear of all monetary and financial liens and encumbrances created by the current owner of the Exchange Property (and not arising as a result of any act or omission of the party performing diligence on such Exchange Property or anyone acting on behalf of the party performing diligence on such Exchange Property) in existence as of the Agreement Date or incurred by the current owner of the Exchange Property on or before the Closing, including, without limitation, all taxes and assessments (other than current taxes not yet due) (“**Monetary Liens**”).

C. Permitted Exceptions.

(i) City Permitted Exceptions for the Amkor Vistancia Parcel. Matters shown in Schedule B, Part Two of the Title Report (or the latest amendment thereto), for the Amkor Vistancia Parcel, other than Monetary Liens and exceptions that would customarily be removed by the Title Insurer upon the satisfaction of the Requirements contained in the Title Report (or the latest amendment thereto), that have not been removed from the Title Report by the Title Insurer as of 5:00 p.m., Arizona time, upon the expiration of the Due Diligence Period shall be deemed to be “**City Permitted Exceptions**”. Without limiting the foregoing, the following shall constitute City Permitted Exceptions: (i) the exceptions to title approved or deemed to be approved by a party as provided in this Section 2.1; (ii) any matters created by or arising from the acts of City performing diligence on the Amkor Vistancia Parcel, or that of its Affiliates (defined below), employees, agents, contractors, subcontractors or representatives; (iii) the lien for any taxes or assessments that are not due and payable as of the Closing (such taxes and assessments to be prorated as hereinafter provided in this Agreement); (iv) any documents or instruments to be recorded pursuant to this Agreement; (v) any other matters approved by City in writing; (vi) the Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, entered into by Vistancia Land Holdings, LLC and the City dated May 1, 2012 and recorded May 9, 2012, in Instrument No. 2012-0395094, of the official records of Maricopa County, Arizona (“**Official Records**”), as amended by that certain Amended and Restated First Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated September 14, 2015, and recorded on September 30, 2015, in Instrument No. 2015-0707630 of the Official Records and that certain Assignment of and Second Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated June 24, 2021, and recorded on July 26, 2021, in Instrument No. 2021-0806346 of the Official Records (and which was re-recorded on July 27, 2021 in Instrument No. 2021-0808452) (the “**Vistancia Development Agreement**”); (vii) that certain Amended and Restated District Development, Financing Participation and Intergovernmental Agreement dated as of September 1, 2020 and recorded October 13, 2020, in Instrument No. 2020-0974556, of the Official Records, as thereafter amended or assigned from time to time (the “**CFD Development Agreement**”), and the CFD and related matters as described in this Agreement; (viii) that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the

Official Records on December 19, 2018 as Instrument No. 2018-0931102, as amended by the First Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the Official Records on January 27, 2020 as Instrument No. 2020-0069924, and the Second Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the Official Records on April 30, 2021 as Instrument No. 2021-0489058, as amended, assigned or supplemented from time to time (the “**Master Declaration**”); (ix) that certain Declaration of Covenants, Conditions and Restrictions for Vistancia Commercial Core dated January 27, 2020, recorded January 27, 2020, as Instrument No. 2020-0069929 in the Official Records, as amended, assigned or supplemented from time to time (the “**Non-Residential Declaration**”); (x) that certain Supplemental Declaration (Vistancia Parcel D-15 & D-16), entered into by VDV, dated November 22, 2024, and recorded in the Official Records on November 22, 2024 as Instrument No. 2024-0626532; (xi) Agreement Regarding Acceptance of Land Use Conditions and Waiver of Rights and Remedies under Proposition 207 recorded October 5, 2023, as Instrument No. 2023-0520334 of Official Records; (xii) Declaration of Use Restriction, recorded February 28, 2020, as Instrument No. 2020-0175134 of Official Records; and (xiii) Declaration of Builder Covenants, recorded November 22, 2024, as Instrument No. 2024-0626536 of Official Records.

(ii) Amkor Permitted Exceptions for the Core 2 Amkor Parcel. Matters shown in Schedule B, Part Two of the Title Report (or the latest amendment thereto), for the Core 2 Amkor Parcel, other than Monetary Liens and exceptions that would customarily be removed by the Title Insurer upon the satisfaction of the Requirements contained in the Title Report (or the latest amendment thereto), that have not been removed from the Title Report by the Title Insurer as of 5:00 p.m., Arizona time, upon the expiration of the Due Diligence Period shall be deemed to be “**Amkor Permitted Exceptions**”. Without limiting the foregoing, the following shall constitute Amkor Permitted Exceptions: (i) the exceptions to title approved or deemed to be approved by a party as provided in this Section 2.1; (ii) any matters created by or arising from the acts of Amkor performing diligence on the Core 2 Amkor Parcel, or that of its Affiliates (defined below), employees, agents, contractors, subcontractors or representatives; (iii) the lien for any taxes or assessments that are not due and payable as of the Closing (such taxes and assessments to be prorated as hereinafter provided in this Agreement); (iv) any documents or instruments to be recorded pursuant to this Agreement; and (v) any other matters approved by Amkor in writing.

(iii) Permitted Exceptions. The term “**Permitted Exceptions**” as used in this Agreement shall mean the City Permitted Exceptions and/or Amkor Permitted Exceptions as applicable.

D. Supplemental Title Review. If either Title Report (or the latest amendment thereto) is amended after the expiration of the Due Diligence Period to add new exceptions that were not caused by the acts or omissions of the party performing diligence on such Exchange party or its agent and which materially and adversely impacts the Exchange Property, the respective party shall have ten (10) Business Days following party’s receipt of any such amendment and copies of all documents referenced therein to notify the other party in writing of any objection it may have to any such exceptions shown in any such amendments (an “**Objection Letter**”). New exceptions shown in Schedule B, Part Two of any amendments to the

Title Report (or the latest amendment thereto) after the expiration of the Due Diligence Period that are not timely objected to as provided above shall be deemed to be Permitted Exceptions. The parties shall, at no material cost or expense, reasonably cooperate with the objecting party to eliminate title exceptions objected to by such objecting party, but, except for those title exceptions that the current owner of the Exchange Property agrees to cause to be removed or insured over in the Owner's Response (as defined below), the current owner of the Exchange Property shall have no obligation to cure or correct any matter objected to by such party. On or before the fifth (5<sup>th</sup>) Business Day following a party's receipt of an Objection Letter, the current owner of the Exchange Property may elect, by delivering written notice of such election to the objecting party and Escrow Agent ("**Owner's Response**"), to cause Title Insurer to remove or insure over (pursuant to an endorsement paid for by the owner of the Exchange Property and approved by the objecting party and Title Insurer) any matters objected to in such Objection Letter. If the current owner of the Exchange Property fails to deliver an Owner's Response within the period set forth above, it shall be deemed an election by the owner not to cause Title Insurer to so remove or insure over such objections. If the owner elects or is deemed to have elected not to cause Title Insurer to so remove or insure, then the objecting party must elect, by delivering written notice of such election to the party that is the owner of the Exchange Property and Escrow Agent on or before the earlier to occur of (a) the third (3<sup>rd</sup>) Business Day following the objecting party's receipt of Owner's Response, or (b) if no Owner's Response is received by the objecting party, the third (3<sup>rd</sup>) Business Day following the date on which the owner shall have been deemed to have responded, as provided above, to either (i) terminate this Agreement, and the parties shall take the actions set forth in Section 1.3 above, or (ii) proceed with this transaction, in which case those objected to exceptions or matters that the owner has not elected to cause Title Insurer to so remove or insure over shall be deemed to be Permitted Exceptions. If such electing party fails to make such election on a timely basis, then such party shall be deemed to have elected to proceed with this transaction in accordance with the preceding clause (ii).

E. Title Policies. At the close of escrow, each party may elect to receive an ALTA policy of title insurance issued by First American Title Insurance Company (the "**Title Insurer**") in the full amount of the value of the Exchange Parcel being conveyed to such party as agreed to by the parties, effective as of the Closing of the Exchange, insuring such party's title to the applicable Exchange Parcel, subject only to the Permitted Exceptions. The premium for each policy shall be paid by the party insured under such policy.

## 2.2 Due Diligence.

A. Property Information. The Core 2 Master Property Information and the Amkor Vistancia Property Information, each as defined below, shall be individually and collectively, as the case may be, referred to herein as "**Property Information**".

(i) Core 2 Master Property Information City has provided Amkor with access to a website containing certain plans, studies, reports and other materials pertaining to the Core 2 Parcel, which materials include, but are not limited to, the Phase I Environmental Site Assessment, Geotechnical Report, Cultural and Biological Studies, and Traffic Impact Analysis for the Core 2 Master Property (the "**Core 2 Master Property Information**"). At the request of Amkor, City shall (a) make available to Amkor any other materials pertaining to the Core 2 Amkor Parcel in City's possession or control, other than proprietary materials, financial analyses

or attorney client privilege material and (b) request that the consultant issuing the Phase I Environmental Site Assessment issue a reliance letter to Amkor. If the City adds any other materials to the diligence website, the City shall notify Amkor in writing (for purposes of this Section 2.2(A)(i), email notice to Lizzette.Zubey@amkor.com shall be acceptable).

(ii) Amkor Vistancia Property Information. Amkor has provided to the City the following plans, studies, reports and other materials pertaining to the Amkor Vistancia Parcel described in Exhibit D attached hereto (the “**Amkor Vistancia Property Information**”).

B. Diligence Activities.

(i) Entry. City will obtain approval from ASLD for Amkor and its employees, agents, consultants, and contractors to enter upon the Core 2 Master Property and conduct the due diligence activities set forth in this Section upon the Core 2 Amkor Parcel. At all times from the Agreement Date to the Closing (or earlier termination of this Agreement), each party and its employees, agents, consultants, and contractors shall be entitled, at such party’s sole cost and expense, to: (a) enter onto the Exchange Property to perform any non-invasive inspections, investigations, studies, and tests of the Exchange Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests) that Buyer may desire; (b) review all Property Information; and (c) investigate such other matters pertaining to the Exchange Property as such party may desire. The entering party shall repair any damage to the Exchange Property as the result of any entry onto and inspections of the Exchange Property in accordance with the terms of this Agreement. As a condition to such entry upon the Exchange Property, (i) the entering party shall give prior notice of its intent to enter upon the Exchange Property to the owner party, and (ii) the entering party shall deliver to the owner party evidence of insurance in accordance with the requirements set forth on Exhibit C attached hereto prior to entering the Exchange Property.

(ii) Indemnity. Each party shall indemnify, protect, defend, and hold the other party and its Affiliates (as defined below), partners, officers, directors, shareholders, managers, members, agents, employees, and representatives (each an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) harmless 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 any inspections of the Exchange Property carried on by or on behalf of such party pursuant to the terms hereof; provided, however, that either party shall have no responsibility or liability for (i) any act or omission of any Indemnified Party; (ii) any adverse condition or defect on or affecting the Exchange Property not caused or impacted by the party conducting diligence or its employees, agents, consultants, or contractors discovered during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance); (iii) the results or findings of any inspection; and/or (iv) that party’s election to terminate this Agreement as a result of any inspection pursuant to this Agreement. Each party shall promptly repair any disturbance to the Exchange Property caused by its entry thereon and restore the Exchange Property to substantially the same condition in which it existed prior to such entry. The provisions of this Section 2.2(B)(ii) shall survive the Closing or the earlier termination of this

Agreement. For purposes of this Agreement, “**Affiliate**” as applied to any person or entity means (a) any person or entity directly or indirectly controlling, controlled by, or under common control with, such person or entity; or (b) any person or entity owning or controlling fifty-one percent (51%) or more of the outstanding voting securities or interests of such person or entity; (c) any person or entity resulting from a merger or consolidation with such person or entity.

C. Due Diligence Period. Each party shall have the right at any time beginning on the Agreement Date and ending on or before 5:00 p.m., Arizona Time, on the date which is thirty (30) days following the Agreement Date (the “**Due Diligence Period**”), to terminate this Agreement by delivering a written notice of such termination to the other party and Escrow Agent if such determines in its sole and absolute discretion that the Exchange Property is not acceptable to such party for any reason, in which case the parties shall take the actions set forth in Section 1.3 hereof. If a party does not deliver written notice of termination prior to the expiration of the Due Diligence Period, such party shall be deemed to have provided its satisfaction and/or waiver of the feasibility contingency described in this Article 2. Amkor shall have the right to extend its Due Diligence Period one time for up to thirty (30) days upon written notice to Escrow Agent and the City at least five (5) prior to the then-expiration of its Due Diligence Period.

## 2.3 Disclosures.

### A. Community Facilities District.

(i) Acknowledgment Regarding Formation. City acknowledges that (i) on October 15, 2002, the City formed the Vistancia Community Facilities District, which is a community facilities district authorized under Arizona Revised Statutes Title 48, Chapter 4, Article 6 (the “**CFD**”) that includes all residential and commercial property within the planned development commonly known as Vistancia (referred to as the “**Development**”), and is authorized to issue up to \$100,000,000.00 of general obligation bonds in one or more series (the “**Bonds**”) to be repaid from ad valorem taxes to be levied against the land within the CFD boundaries, (ii) VDV and the CFD (and other parties as named therein) have entered into the CFD Development Agreement, and (iii) the Amkor Vistancia Parcel is located within the CFD boundaries. The proceeds of the Bonds have been or will be applied by the CFD to finance the construction of certain water and wastewater (sewer) public infrastructure improvements in the Development and for other purposes as allowed by law. The financing of such construction has occurred or will occur either via direct construction by the CFD using the proceeds of the Bonds or via reimbursement (using the proceeds of the Bonds) to VDV of the costs incurred by VDV (or third parties other than the CFD) in connection with the construction of such improvements, all in accordance with the terms and procedures more particularly described in the CFD Development Agreement. In no event shall City or its successors or assigns, have any right to receive any proceeds of the CFD Bonds. City, in its capacity as the purchaser of the Amkor Vistancia Parcel, acknowledges that the resolutions of the City approving formation of the CFD, the general plan for the CFD and the CFD Development Agreement, and any amendments thereto, recorded against the Amkor Vistancia Parcel in connection with the formation and administration of the CFD shall, notwithstanding anything to the contrary contained herein, be deemed Permitted Exceptions.

(ii) Tax Rate. It is anticipated that the Bonds will be repaid primarily from ad valorem taxes levied against the Amkor Vistancia Parcel and other property in the Development, but that a portion of the debt service will be paid by VDV's Affiliate as necessary to maintain the tax rate for the CFD at no greater than \$2.10 per \$100 of secondary assessed valuation (exclusive of the \$.30 levy for operation and maintenance), in each case as provided in feasibility reports approved by the District Board of the CFD and other documents associated with the issuance of the Bonds.

(iii) City Agreements.

(A) Issuance of Bonds. As the purchaser of the Amkor Vistancia Parcel, City consents and agrees to the issuance by the CFD of the Bonds, both prior to and following the Closing, in accordance with applicable law and the CFD Development Agreement.

(B) Cooperation. City shall cooperate reasonably with VDV and its Affiliates in causing the Bonds (and each series thereof) to be issued, both prior to and following the Closing. Such cooperation may include, without limitation, the following: (i) providing such written consents and/or authorizations as may be required by the CFD and/or its counsel, (ii) providing statements about City and City's purchase of the Amkor Vistancia Parcel to be included in the Offering Statements for the Bonds, (iii) certifying to the issuer and the underwriter of the Bonds that such statements provided by City are true and not misleading (provided, however, that any such statements shall be subject to City's review and approval), (iv) indemnifying the issuer and the underwriter against any losses and expenses based on claims that such statements provided by City are not true or are misleading, and (v) providing such written joinders in the CFD and/or waivers of prior notice, hearing, time to object or other waivable procedural requirements as the CFD or its counsel may request in connection with the issuance of the Bonds.

(C) CFD Disclosure Statement. City, as the purchaser of the Amkor Vistancia Parcel, agrees to provide to each prospective purchaser of the Amkor Vistancia Parcel (or any portion thereof) who purchases from City, a disclosure statement that explains the formation of the CFD and the tax/assessment burden of the CFD, which disclosure statement shall be in substantial conformance with the then-current form required by the CFD, as delivered to City from time to time by VDV or the CFD. The current form of disclosure statement for the CFD is attached hereto as Exhibit H. City also agrees to obtain the signature of each prospective purchaser on the disclosure statement upon entering into a contract of purchase or upon deposit of funds with City, and to file a copy of the signed disclosure statement with the District Manager of the CFD at the address as such District Manager shall direct.

(D) Disclosure in Deeds. City agrees to state on the deed of conveyance of the Amkor Vistancia Parcel or any portion thereof the fact that the Amkor Vistancia Parcel (or such portion, as applicable) is located within the boundaries of the CFD and the anticipated tax/assessment burden of the CFD on the Amkor Vistancia Parcel.

(E) Continuing Disclosure Requirements. City acknowledges and agrees that, if City shall become an owner of land within the boundaries of the CFD, the

secondary assessed valuation of which equals or exceeds 20% of the secondary assessed valuation of all land within the boundaries of the CFD, then City shall, if requested by the CFD, enter into (a) a continuing disclosure agreement which will obligate City to report, from time to time, certain data concerning the Amkor Vistancia Parcel and City (including providing financial statements, if audited) and (b) a dissemination agreement pursuant to which a dissemination agent will prepare the foregoing report and will disseminate the report to the holders of the Bonds and to certain repositories of information.

(F) The provisions of this Section 2.3(A)(iii) shall survive Closing.

B. 404 Permit. Amkor has disclosed to City that the Amkor Vistancia Parcel (along with other property) is subject to a permit issued pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344 (the “404 Permit”) and that the 404 Permit includes enforceable conditions that apply to the Amkor Vistancia Parcel. As part of the Amkor Vistancia Property Information, Amkor has provided or made available to City a copy of the 404 Permit and the various items referred to in the 404 Permit (including a map showing the locations of “waters of the United States” within the Amkor Vistancia Parcel). City acknowledges that City will not be granted any right to impact any waters of the United States pursuant to any so-called “Nationwide Permits” or pursuant to the 404 Permit (the breach of such obligation shall entitle Amkor to pursue all legal and equitable rights and remedies for such breach, including without limitation pursuing and obtaining injunctive relief for such breach). At the Closing, City and Amkor execute and deliver a notification to the U.S. Army Corps of Engineers in the form attached hereto as Exhibit I (the “404 Permit Notification”), wherein 404 Permit rights and responsibilities relating to the Amkor Vistancia Parcel first arising from and after the Closing will be transferred to City. City shall assume the responsibility of determining prior to the expiration of the Due Diligence Period the effect of the 404 Permit on any construction activities on the Amkor Vistancia Parcel (including any lateral support that may be required to avoid any impact on the waters of the United States). City shall comply with all applicable conditions of the 404 Permit, such as the notifications to and acknowledgments by City’s contractors working in the vicinity of any waters of the United States, and the inclusion of provisions in City’s construction contracts, as set forth in the 404 Permit. City shall maintain a suitable barricade between City’s construction activities and any waters of the United States that are in the vicinity of the Amkor Vistancia Parcel; such barricade shall be at a minimum a rope fence and shall be a chain link fence if VDV reasonably determines that such fence is needed to protect the waters of the United States. City shall reimburse VDV for all actual out-of-pocket costs and expenses incurred by VDV to third parties which result from any unauthorized impacts by City and/or its contractors or agents on waters of the U.S. or any failure by City and/or its contractors or agents to comply with any applicable 404 Permit conditions, which costs may include the cost to completely restore, to the natural or pre-existing condition, any unauthorized impacts on the waters of the United States if such restoration is the responsibility of VDV. Such reimbursement shall be payable by City to VDV on or before ten (10) Business Days after receipt by City of an invoice therefor from VDV, which invoice shall be accompanied by copies of invoices, receipts or other reasonable supporting evidence of the costs for which reimbursement is sought by VDV. If such sums are not paid within such ten (10) Business Day period, City shall pay interest on such sums which shall accrue at the rate of ten (10%) per annum from the date of City’s receipt of the invoice from VDV until all such sums and all interest accrued thereon is paid to VDV.

## ARTICLE 3

### CLOSING; PRORATIONS; CONDITIONS TO CLOSING

3.1 Closing. The consummation of the Exchange (referred to in the Agreement as the “Closing”) shall occur on or before the date that is fifteen (15) days following the later of (a) the expiration of the Due Diligence Period or (b) the date that the City receives a Patent for the Core 2 Amkor Parcel.

3.2 Closing Costs and Prorations. Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys’ and advisors’ fees, charges, and disbursements), except the following costs (the “Closing Costs”), which shall be allocated between the parties as follows:

A. Escrow Agent’s escrow fees and costs, recording fees, and other closing fees shall be paid one-half (½) by Amkor and one-half (½) by the City;

B. Each party will determine the amount of coverage for their Exchange Property. Amkor shall pay the cost of the Title Policy attributable to standard coverage in the amount determined by the parties for the Amkor Vistancia Parcel, and the City shall pay the cost of the Title Policy attributable to standard coverage in the amount determined by the parties for the Core 2 Vistancia Parcel;

C. Amkor shall pay the cost of (i) the Title Policy attributable to extended coverage for the Core 2 Vistancia Parcel, (ii) standard coverage and/or extended coverage for any amount in excess of the amount determined by the parties requested by Amkor, and (iii) any endorsements to the Title Policy for the Core 2 Vistancia Parcel requested by Amkor; and the City shall pay the cost of (i) the Title Policy attributable to extended coverage for the Amkor Vistancia Parcel, (ii) standard coverage and/or extended coverage for any amount in excess of the amount determined by the parties requested by the City, and (iii) any endorsements to the Title Policy for the Amkor Vistancia Parcel requested by the City.

3.3 Simultaneous Closing. The closing of the conveyance of each Exchange Parcel is contingent upon the simultaneous closing of the other Exchange Parcel. Upon any termination or cancellation (the terms being used interchangeably herein) by either of the parties hereto as expressly allowed under this Agreement (including, without limitation, any deemed termination or cancellation), the parties shall take the actions set forth in Section 1.3 hereof.

3.4 Amkor’s Conditions to Closing. The obligation of Amkor to complete the Exchange contemplated by this Agreement is subject to the following conditions precedent (the “Amkor’s Closing Conditions”), which conditions may be waived, or the time for satisfaction thereof extended, by Amkor only in a writing executed by Amkor:

A. Patent. The City receives a Patent for the Core 2 Amkor Parcel.

B. PAD Amendment. The Core 2 Amkor Parcel is currently zoned as a Planned Area Development (“**PAD**”). Prior to Closing, the City must amend the PAD as follows in a manner approved by Amkor (the “**PAD Amendment**”).

C. Core 2 Plat. The City records a plat establishing the Core 2 Amkor Parcel as a separate legal lot (the “**Core 2 Plat**”). The Core 2 Plat will dedicate or convey easements as necessary to provide access and utilities to the Core 2 Amkor Parcel. The Core 2 Plat shall be in a form approved by Amkor in writing.

D. VDV Agreements. Prior to Closing, the City will have obtained the following from VDV: (i) approval to terminate the JDA, including its signature page to the JDA Termination as defined below (the “**VDV Approval**”) and (ii) a written acknowledgement (or agreement that acknowledges) that VDV no longer has right to repurchase the “Purchased Land” as defined in and pursuant to Section 5.5.3 of the Vistancia Purchase Agreement (the “**VDV Acknowledgement**”) and together with the VDV Approval the “**VDV Documents**”). Without limiting the foregoing, the City agrees to indemnify, defend (with counsel reasonably acceptable to the Amkor), and hold harmless Amkor and its Indemnified Parties for, from, and against any and all actual or alleged Claims from VDV related to such repurchase right. The indemnity in this Section shall survive the Closing or earlier termination of this Agreement.

E. Code Change. Prior to Closing, City will have agreed to reduce the engineering permit fee applicable to the project to be constructed by Amkor on the Core 2 Amkor Parcel to an amount equal to one and a half percent (1.5%) of estimated construction costs of the project.

F. Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement and Title Insurer is unconditionally prepared to issue the Title Policy for the Core 2 Amkor Parcel in the form required by this Agreement.

G. Truthfulness of Representations. City’s representations and warranties set forth in this Agreement are true, complete, and correct on and as of the Closing.

H. Full Compliance. City has fully performed all of its obligations to be performed by City on or before Closing.

If any of Amkor’s Closing Conditions have not been fulfilled by the date such condition is to be satisfied, Amkor may: (i) waive the unfulfilled Amkor’s Closing Condition and proceed to Closing in accordance with this Agreement, or (ii) subject to any applicable notice and cure period, terminate this Agreement by written notice to City and Escrow Agent, in which event the parties shall take the actions set forth in Section 1.3 hereof. However, to the extent that the failure of any applicable Amkor’s Closing Condition is caused by a City default, Amkor shall be entitled to pursue its rights and remedies pursuant to this Agreement.

### 3.5 City’s Conditions to Closing.

A. Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement and Title Insurer is unconditionally prepared to issue the Title Policy in the form required by this Agreement.

B. Truthfulness of Representations. Amkor’s representations and warranties set forth in this Agreement are true, complete and correct on and as of the Closing.

C. Full Compliance. Amkor has fully performed all of its obligations to be performed by Amkor on or before Closing.

If any of City's Closing Conditions have not been fulfilled by the date such condition is to be satisfied, City may: (i) waive the unfulfilled City's Closing Condition and proceed to Closing in accordance with this Agreement, or (ii) subject to any applicable notice and cure period, terminate this Agreement by written notice to Amkor and Escrow Agent, in which event the parties shall take the actions set forth in Section 1.3 hereof. However, to the extent that the failure of any applicable City's Closing Condition is caused by a Amkor default, City shall be entitled to pursue its rights and remedies pursuant to this Agreement.

3.6 Closing Deliveries by Amkor. On or before the Closing, Amkor, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing, fully executed and, if applicable, acknowledged and in proper form for recording:

A. Amkor Vistancia Parcel Deed. The deed conveying the Amkor Vistancia Parcel to City, in the form attached hereto as Exhibit E-1 (the "**Amkor Vistancia Parcel Deed**");

B. Non-Foreign Affidavit. A certification to City and Escrow Agent, signed and acknowledged by Amkor under penalties of perjury, certifying that Amkor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations (a "**Non-Foreign Affidavit**");

C. Owner's Affidavit. An owner's affidavit as required by Escrow Agent for issuance of the Title Policy to City as required by this Agreement (an "**Owner's Affidavit**");

D. JDA Termination. A termination of the JDA in the form attached hereto as Exhibit G (the "**JDA Termination**");

E. 404 Permit Notification. The 404 Permit Notification in the form attached hereto as Exhibit I;

F. Memorandum of ROFR. The Memorandum of ROFR in the form attached hereto as Exhibit J-1 (the "**Memorandum of ROFR**");

G. Closing Statement. Amkor's signed counterpart of the Closing Statement;

H. Proof of Authority. Such proof of Amkor's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Amkor to act for and bind Amkor as may be reasonably required by Title Insurer or Escrow Agent; and

I. Other. Such other items, documents, and instruments as may be reasonably required by City, Title Insurer, Escrow Agent, or otherwise in order to effectuate the

provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Amkor at the Closing pursuant to this Agreement.

3.7 Closing Deliveries by City. On or before the Closing, City, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing, fully executed and, if applicable, acknowledged and in proper form for recording:

A. Core 2 Amkor Parcel Deed. The deed conveying the Core 2 Amkor Parcel to Amkor, in the form attached hereto as Exhibit E-2 (the “**Core 2 Amkor Parcel Deed**”);

B. Non-Foreign Affidavit. A Non-Foreign Affidavit to Amkor and Escrow Agent, signed and acknowledged by City;

C. Owner’s Affidavit. An Owner’s Affidavit as required by Escrow Agent for issuance of the Title Policy to Amkor;

D. JDA Termination. The JDA Termination;

E. 404 Permit Notification. The 404 Permit Notification, in the form of Exhibit I;

F. Memorandum of ROFR. The Memorandum of ROFR;

G. Core 2 Restrictive Covenant. The Core 2 Restrictive Covenant, in the form of Exhibit K;

H. VDV Documents. The VDV Documents.

I. Closing Statement. City’s signed counterpart of the Closing Statement;

J. Proof of Authority. Such proof of City’s authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Amkor to act for and bind City as may be reasonably required by Title Insurer or Escrow Agent; and

K. Other. Such other items, documents, and instruments as may be reasonably required by Amkor, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by City at the Closing pursuant to this Agreement.

3.8 Closing Statement. Five (5) Business Days prior to the Closing, Escrow Agent shall deliver to each of the parties for their review and approval a preliminary closing statement (the “Preliminary Closing Statement”) setting forth: (a) the proration amounts allocable to each of the parties pursuant to Section 3.2; and (b) the Closing Costs allocable to each of the parties pursuant to Section 3.2. Based on each of the party’s comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and

deliver a final, signed version of a closing statement to each of the parties at the Closing (the "Closing Statement").

## ARTICLE 4

### MATTERS RELATING TO THE ESCROW PERIOD; OTHER COVENANTS

4.1 Possession. Possession of the Exchange Properties shall be delivered to the respective party upon Closing, subject to the only to the Permitted Exceptions.

4.2 Risk of Loss. Except as otherwise provided herein, the risk of loss or damage to each party's Exchange Parcel and all liability to third persons until the Closing shall be borne by such party.

4.3 No Brokers. Each of Amkor and the City hereby represents and warrants to and agrees with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission, or other similar compensation shall or may become due or payable in connection with the transaction contemplated hereby. Amkor shall indemnify, defend, protect, and hold the City harmless for, from, and against any and all Claims incurred by the City by reason of any breach or inaccuracy of the representation, warranty, and agreement of Amkor contained in this Section. The City shall indemnify, defend, protect, and hold Amkor harmless from and against any and all Claims incurred by Amkor by reason of any breach or inaccuracy of the representation, warranty, and agreement of the City contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement. The parties acknowledge that principals, Affiliates, officers, and employees of the parties may be licensed real estate brokers and/or salespersons in the State of Arizona.

4.4 Additional Covenants.

A. Amkor Covenants. Beginning on the Agreement Date and until the earlier of the Closing or the cancellation of this Agreement, Amkor covenants and agrees as follows:

(i) Taxes and Assessments. Amkor shall pay prior to delinquency all real estate taxes and assessments secured by a lien on the Amkor Vistancia Parcel and all improvement liens, special assessments, association fees, transaction privilege taxes, speculative builder taxes, sales taxes, or use taxes payable on account of the operation thereof prior to Closing.

(ii) Compliance with Law; Hazardous Substances.

(A) Amkor shall comply with all laws, statutes, rules, regulations and ordinances that are applicable to the Amkor Vistancia Parcel and the use, occupation, ownership and conveyance thereof, including, without limitation, Environmental Laws.

(B) Amkor shall not use the Amkor Vistancia Parcel in a manner which results in the release of any Hazardous Substance in, on, around or potentially

affecting any part of the Amkor Vistancia Parcel or in the soil, groundwater or soil vapor on or under the Amkor Vistancia Parcel, or the migration of any known Hazardous Substance from or to any other property adjacent to or in the vicinity of the Amkor Vistancia Parcel.

(C) Amkor shall not use, generate, manufacture, produce, store, or release, on, under or about the Amkor Vistancia Parcel, or transfer to or from the Amkor Vistancia Parcel, any Hazardous Substance, or permit any third party to do any of the foregoing with respect to the Amkor Vistancia Parcel.

(D) Amkor shall comply at its sole expense and responsibility and shall require all invitees or other occupants of the Amkor Vistancia Parcel to comply with all Environmental Laws governing or applicable to Hazardous Substances.

(iii) Covenant not to Commit Waste. Amkor shall not commit waste on the Amkor Vistancia Parcel.

(iv) Improvements. Amkor shall not construct or install or permit to be constructed or installed any improvements on the Amkor Vistancia Parcel.

(v) Maintenance. Amkor shall operate and maintain the Amkor Vistancia Parcel (or cause it to be operated and maintained) in full compliance with all applicable governmental laws, rules and regulations.

(vi) Preservation of Rights. Amkor shall do or cause to be done all reasonable things within its control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor or constituting any portion of the Amkor Vistancia Parcel.

B. City Covenants. Beginning on the Agreement Date and until the earlier of the Closing or the cancellation of this Agreement, City covenants and agrees as follows:

(i) Taxes and Assessments. City shall pay prior to delinquency all real estate taxes and assessments secured by a lien on the Core 2 Amkor Parcel and all improvement liens, special assessments, association fees, transaction privilege taxes, speculative builder taxes, sales taxes, or use taxes payable on account of the operation thereof prior to Closing.

(ii) Compliance with Law; Hazardous Substances.

(A) City shall comply with all laws, statutes, rules, regulations and ordinances that are applicable to the Core 2 Amkor Parcel and the use, occupation, ownership and conveyance thereof, including, without limitation, Environmental Laws.

(B) City shall not use the Core 2 Amkor Parcel in a manner which results in the release of any Hazardous Substance in, on, around or potentially affecting any part of the Core 2 Amkor Parcel or in the soil, groundwater or soil vapor on or under the Core 2 Amkor Parcel, or the migration of any known Hazardous Substance from or to any other property adjacent to or in the vicinity of the Core 2 Amkor Parcel.

(C) City shall not use, generate, manufacture, produce, store, or release, on, under or about the Core 2 Amkor Parcel, or transfer to or from the Core 2 Amkor Parcel, any Hazardous Substance, or permit any third party to do any of the foregoing with respect to the Core 2 Amkor Parcel.

(D) City shall comply at its sole expense and responsibility and shall require all invitees or other occupants of Core 2 Amkor Parcel to comply with all Environmental Laws governing or applicable to Hazardous Substances.

(iii) Covenant not to Commit Waste. City shall not commit waste on the Core 2 Amkor Parcel.

(iv) Improvements. Except as set forth in the EDA (as amended by the EDA Amendment), City shall not construct or install or permit to be constructed or installed any improvements on the Core 2 Amkor Parcel.

(v) Maintenance. City shall operate and maintain the Core 2 Amkor Parcel (or cause it to be operated and maintained) in full compliance with all applicable governmental laws, rules and regulations.

(vi) Preservation of Rights. City shall do or cause to be done all reasonable things within its control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor or constituting any portion of the Core 2 Amkor Parcel.

(vii) Patent. City will diligently pursue receipt of a Patent for the Core 2 Amkor Parcel, including but not limited to paying all amounts and taking all actions necessary to obtain a Patent.

(viii) ROFR on Core 2 Expansion Parcel. City agrees to grant to Amkor a right of first refusal (the "**ROFR**") with respect to the portion of the Core 2 Master Property depicted on Exhibit J-2 attached hereto (the "**Core 2 Expansion Parcel**") for the development of a corporate headquarters and/or expansion of the "Project," as defined in the EDA (as amended). If at any time City intends to sell or transfer all or any portion of the Core 2 Expansion Parcel, City shall provide written notice to Amkor of such intent (the "**ROFR Notice**"), which ROFR Notice shall include the fair market value at which City intends to offer the Core 2 Expansion Parcel for sale (the "**Offered Price**"). Amkor shall have ninety (90) days following its receipt of the ROFR Notice (the "**Negotiation Period**") to negotiate in good faith with City the terms and conditions of a purchase and sale agreement for the Core 2 Expansion Parcel or a portion thereof designated by Amkor (the Core 2 Expansion Parcel or portion thereof designated by Amkor shall be referred to as the "**Amkor Offer Parcel**"). If City and Amkor do not enter into a binding purchase and sale agreement within the Negotiation Period, Amkor may submit its final offer within five (5) business days following expiration of the Negotiation Period, including the price at which Amkor is willing to purchase the Amkor Offer Parcel (the "**Amkor Offer Price**"). If City does not accept Amkor's offer for the Amkor Offer Parcel, City may thereafter offer the Core 2 Expansion Parcel for sale to third parties; provided, however, that if City proposes to sell the Amkor Offer Parcel at a price that is less than ninety-five percent (95%) of the Amkor Offer

Price or on other more favorable terms, City must first re-offer the Amkor Offer Parcel to Amkor on the same terms and conditions as its proposed sale to a third party (adjusting the price, if necessary, based on the acreage of the Amkor Offer Parcel). Amkor shall then have thirty (30) days to elect to purchase the Amkor Offer Parcel on such terms and enter into a binding purchase and sale agreement with City, or if it fails to do so City may sell the Amkor Offer Parcel on the terms set forth in the third party offer. At the Closing, the parties shall execute and record the Memorandum of the ROFR, which shall be recorded in the Official Records and filed in the records of the ASLD.

(ix) Restrictions on Use of Core 2 Remainder Parcel. City, for the benefit of Amkor and its successors and assigns, agrees that from and after the Commencement of Construction: (a) the Core 2 Remainder Parcel shall not be used, sold, leased, or otherwise transferred for any semiconductor testing, probing, bumping, or packaging that competes with the Amkor's core business operations, or (b) the Core 2 Remainder Parcel within a ¼ mile radius of the geographic center of the Core 2 Amkor Parcel shall not be used, sold, leased, or otherwise transferred for any residential use, whether for sale or for lease without express written consent from Amkor, in its sole discretion (collectively, the "**Core 2 Prohibited Uses**"). At the Closing, City shall enter into a declaration of covenants to be recorded in the form set forth on Exhibit K attached hereto (the "**Core 2 Restrictive Covenant**") setting forth the Core 2 Prohibited Uses. At the Closing, the parties shall execute and record the Core 2 Restrictive Covenant, which shall be recorded in the Official Records and filed in the records of the ASLD.

(x) PAD Amendment. City will diligently pursue and take all actions necessary to obtain completion of the PAD Amendment prior to Closing.

C. Actions Requiring Consent of other Party. Notwithstanding any provision of this Agreement to the contrary, neither party shall take any of the following actions prior to the earlier of the Closing or the termination of this Agreement without the prior written consent of the other party, which consent may be given or withheld in such party's sole and absolute discretion:

(i) Liens and other Title Matters. Fail to make a payment or affirmatively take or affirmatively consent to any action which causes any new lien, obligation or encumbrance to be placed or imposed on the Exchange Property or any existing lien to be in default or affirmatively take or affirmatively consent to any other action affecting title to the Exchange Property that would result in an exception to title which is not already an Permitted Exception, including, without limitation, the grant of any easement, license, permit, lease, agreement or any other legal or beneficial interest in or to the Exchange Property or amend, modify or extend the term of any matter affecting title to the Exchange Property;

(ii) Third Party Rights. Grant access, license or use rights to the Exchange Property to any person other than the other party and its agents and representatives;

(iii) No Physical Alterations. Alter in any manner the physical condition of the Exchange Property except as necessary to permit the owner party to comply with its respective obligations under applicable laws;

(iv) No Other Disposition. Agree or negotiate to sell, convey, assign, transfer, lease, or otherwise dispose of any interest in the Exchange Property;

(v) Entitlements. Except in connection with the PAD Amendment, seek any change to the zoning classification applicable to the Exchange Property or any other governmental restrictions applicable to the Exchange Property; or

(vi) Other Actions. Take any other action that would lessen the value of, or otherwise have a material impact on, the Exchange Property.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES

#### 5.1 Amkor Representations.

A. Organizational Status. Amkor is a corporation duly organized, validly existing and in good standing under the laws of the state in which it was organized, and is duly authorized to transact business in Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Amkor have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

B. Entity Action. All entity action on the part of Amkor and its constituents which is required for the execution, delivery and performance by Amkor of this Agreement and each of the documents and agreements to be delivered by Amkor at the Closing has been duly and effectively taken.

C. Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Amkor at the Closing, constitute legal, valid and binding obligations of Amkor, enforceable against Amkor in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

D. Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by Amkor of its obligations under this Agreement will result in any breach or violation of (i) the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Amkor or any constituent member of Amkor is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Amkor in order to carry out the transaction contemplated by this Agreement. The execution and delivery of this Agreement and performance by Amkor of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Amkor's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Amkor is a party or by which Amkor or

any of its assets may be bound. The execution and delivery of this Agreement and performance by Amkor of its obligations under this Agreement will not result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Amkor Vistancia Parcel.

E. Litigation. Neither Amkor nor any of its constituent members is a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer arising from or relating to this transaction, the Amkor Vistancia Parcel or to the past or present operations and activities of Amkor upon or relating to the Amkor Vistancia Parcel. No litigation, administrative or other proceeding (including any condemnation proceeding), or order or judgment is pending, outstanding, or threatened against or relating to any portion of the Amkor Vistancia Parcel or which could affect the performance by Amkor of any of its obligations under this Agreement. Amkor has no knowledge of any facts or circumstances which could give rise to such action.

F. Unrecorded Agreement. To the extent that any range management agreement or farm, grazing or other lease applicable to or affecting the Amkor Vistancia Parcel exists as of the Closing, Amkor shall obtain a termination thereof on or before the Closing for the portion of the Amkor Vistancia Parcel affected by the agreement or lease. Except for any leases that will be terminated prior to the Closing, there are no leases, or any unrecorded arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Amkor Vistancia Parcel.

G. No Undisclosed Assessments. To Amkor's knowledge and except as otherwise disclosed in the Title Report, there are no taxes, assessments (special, general or otherwise) or bonds of any nature affecting the Amkor Vistancia Parcel or any portion thereof (other than taxes not yet due and payable and taxes, assessments and bonds relating to the CFD). Amkor has no understanding or agreement with any taxing authority respecting the imposition or deferment of any taxes or assessments respecting the Amkor Vistancia Parcel, except for the imposition of taxes in connection with the CFD.

H. Patriot Act. Neither Amkor nor, to Amkor's knowledge, any of its Affiliates or their respective partners, members, shareholders or other equity owners is or will be a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the USA Patriot Act), executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

## 5.2 City Representations.

A. Organizational Status. City is a governmental body, duly organized, validly existing and in good standing under the laws of the State of Arizona, is qualified to do business in the State of Arizona and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of City have full power and authority to do so and to perform every act and to execute and deliver every

document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

B. Entity Action. All entity action on the part of City and its constituents which is required for the execution, delivery and performance by City of this Agreement and each of the documents and agreements to be delivered by City at the Closing has been duly and effectively taken.

C. Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by City at the Closing, constitute legal, valid and binding obligations of City, enforceable against City in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

D. Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by City of its obligations under this Agreement will result in any breach or violation of (i) the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which City or any constituent member of City is a party now in effect from any court or governmental body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by City in order to carry out the transaction contemplated by this Agreement. The execution and delivery of this Agreement and performance by City of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under City's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which City is a party or by which City or any of its assets may be bound. The execution and delivery of this Agreement and performance by City of its obligations under this Agreement will not result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Core 2 Amkor Parcel.

E. Litigation. Neither City nor any of its constituent members is a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer arising from or relating to this transaction, the Core 2 Amkor Parcel or to the past or present operations and activities of City upon or relating to the Core 2 Amkor Parcel. No litigation, administrative or other proceeding (including any condemnation proceeding), or order or judgment is pending, outstanding, or threatened against or relating to any portion of the Core 2 Amkor Parcel or which could affect the performance by City of any of its obligations under this Agreement. City has no knowledge of any facts or circumstances which could give rise to such action.

F. Unrecorded Agreement. To the extent that any range management agreement or farm, grazing or other lease applicable to or affecting the Core 2 Amkor Parcel exists as of the Closing, City shall obtain a termination thereof on or before the Closing for the portion of the Core 2 Amkor Parcel affected by the agreement or lease. Except for any leases that will be terminated prior to the Closing, there are no leases, or any unrecorded arrangements,

agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Core 2 Amkor Parcel.

G. No Undisclosed Assessments. To City's knowledge and except as otherwise disclosed in the Title Commitment, there are no taxes, assessments (special, general or otherwise) or bonds of any nature affecting the Core 2 Amkor Parcel or any portion thereof (other than taxes not yet due and payable). City has no understanding or agreement with any taxing authority respecting the imposition or deferment of any taxes or assessments respecting the Core 2 Amkor Parcel.

H. Patriot Act. Neither City nor, to City's knowledge, any of its Affiliates or their respective partners, members, shareholders or other equity owners is or will be a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations.

5.3 Survival. Each of the representations and warranties of the parties contained in this Article 5 constitutes a material part of the consideration to the parties, and each party is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement, will be true and accurate as of the Closing and will survive the Closing for a period of twelve (12) months (the "Survival Period"), regardless of any investigation or inspection by the parties.

## ARTICLE 6

### DEFAULT; REMEDIES

6.1 Default. The occurrence of any of the following will constitute a default by a party under this Agreement:

A. The failure by a party to deposit into escrow the documents, any closing costs, and/or other items to be deposited by such party in escrow by the time set for Closing, or to perform any other obligation of such party to be performed hereunder by the time set for Closing (all such obligations being referred to collectively as the "Closing Obligations") if such failure continues for five (5) Business Days after written notice of breach is given by the other party; or

B. If a party fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by such party, but such failure, if of a type that can be cured or corrected by such party, will not be a default unless such failure continues for ten (10) Business Days after written notice of breach is given by the other party to such party except that if such failure is of such a character as to require more than ten (10) Business Days to correct, such party will not be in default if the party commences actions to correct such failure within the 10-Business Day period and thereafter, using reasonable diligence, cures such failure within twenty (20) business days or other time period mutually agreed upon by the parties.

6.2 Remedies.

A. If either party is in default with respect to the Closing Obligations, the non-defaulting party may, by written notice to the defaulting party and Escrow Agent elect to exercise either the Termination Right or the Specific Enforcement Right (as defined below), but not both, which shall be the non-defaulting party's sole and exclusive right and remedy in such event.

(i) The non-defaulting party may terminate this Agreement (the "**Termination Right**"), effective as of the date the non-defaulting party gives the notice to the defaulting party and Escrow Agent electing to exercise the Termination Right. If the non-defaulting exercises the Termination Right, the defaulting party shall reimburse the non-defaulting for all of its actual verifiable out-of-pocket third-party costs and expenses in connection with the transaction contemplated hereby up to and not exceeding the aggregate amount of \$3,000,000.00.

(ii) The non-defaulting party may elect to pursue specific performance of this Agreement (the "**Specific Performance Right**"); *provided, however*, that if the non-defaulting party fails to elect the Specific Performance Remedy within sixty (60) days, the non-defaulting party shall have no further right to demand specific performance and shall be conclusively presumed to have exercised the Termination Right.

B. If a party is in default with respect to any of its obligations under this Agreement, other than the Closing Obligations, including any indemnity obligation, the non-defaulting shall have all rights and remedies at law or in equity in connection with such default, provided that in no event shall the defaulting party be liable for any consequential, punitive, special or exemplary or other damages besides actual damages.

C. The parties irrevocably waive any right to damages or any other rights or remedies or form of relief, except as specifically set forth in this Section 6.2.

6.3 Post-Closing Remedies. If, after the Closing, a party breaches any of the terms or provisions of this Agreement or any of the documents executed at the Closing, or if it shall be determined by an arbitrator or court of competent jurisdiction that a party breached any of the representations, warranties or covenants made by such party at, or as of, the Closing, or if a party otherwise defaults in its post-Closing obligations under this Agreement or any of the documents executed at the Closing (any of the foregoing being hereinafter referred to as a "post-Closing breach"), the non-defaulting party shall have such rights and remedies as may be specified elsewhere in this Agreement and/or in any or any of the documents executed at the Closing, together with any and all rights and remedies available at law or in equity, including the right to demand and have specific performance; provided, however, that the non-defaulting party shall only be entitled to seek recovery of actual out-of-pocket damages which directly result from the defaulting party's post-Closing breach. Each party hereby waives and covenants not to assert any right to seek or obtain any other damages (including, but not limited to, incidental, special, punitive, or consequential damages) resulting from a post-Closing breach, except for actual out-of-pocket damages as specifically allowed under the preceding sentence. In addition, the parties hereby waive any right to rescind the exchange transaction under this Agreement as a result of any post-Closing breach.

## ARTICLE 7

### GENERAL PROVISIONS

7.1 Certain Definitions. As used in this Agreement, certain capitalized terms are defined as follows:

A. “**Business Day**” means a day that is not a Saturday, Sunday, legal holiday, or day on which Escrow Agent is closed for business.

B. “**Environmental Law**” means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101, *et seq.*; the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Sections 300f, *et seq.*; the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

C. “**Hazardous Substance**” means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health of the environment, including, without limitation: (w) those substances included within the definitions of “hazardous substance”, “hazardous waste”, “hazardous material”, “toxic substance”, “solid waste”, or “pollutant or contaminant” in, or otherwise regulated by any Environmental Law; (z) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (y) such other substances, materials, or wastes which are or become regulated or classified as hazardous, toxic or radioactive under federal, state, or local laws or regulations; and (z) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; or (G) per- or polyfluoroalkyl substances. Any reference in these definitions to statutory or regulatory sections shall be deemed to include any amendments to such sections and any successor sections.

7.2 Assignment. Neither party may assign or otherwise transfer any of its rights under this Agreement without the prior written consent of the other party, which consent may be given or withheld in such party’s sole discretion. Any assignment made in violation of this provision shall be null and void. Except as limited by the foregoing, this Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

7.3 Attorneys' Fees. If either party hereto brings an action or proceeding against the other party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements, the fees and costs of expert witnesses and other litigation related expenses. If any party secures a judgment in any such action or proceeding, then any costs and expenses (including, without limitation, attorneys' fees and costs) incurred by the prevailing party in enforcing such judgment, or any costs and expenses (including, without limitation, attorneys' fees and costs) incurred by the prevailing party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

7.4 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

7.5 Construction. This Agreement shall be construed according to Arizona law. References in this Agreement to "Articles" or "Sections" are to the Articles and Sections of this Agreement, unless otherwise noted.

7.6 Time. Time is of the essence of this Agreement.

7.7 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To City: City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345  
Attention: Henry Darwin, City Manager  
Telephone: (623) 773-7114  
E-mail: [henry.darwin@peoriaaz.gov](mailto:henry.darwin@peoriaaz.gov)

With a copy to: City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345  
Attention: Emily Jurmu, City Attorney  
Telephone: (623) 773-7330  
E-mail: [emily.jurmu@peoriaaz.gov](mailto:emily.jurmu@peoriaaz.gov)

To Amkor: Amkor Technology Arizona, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Kevin Engel, President  
Telephone: (480) 821-5000  
E-mail: kevin.engel@amkor.com

With a copy to: c/o Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: David McCann  
Telephone: (480) 637-4736  
E-mail: david.mccann@amkor.com

and

c/o Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Mark Rogers, General Counsel  
Telephone: (480) 786-7601  
E-mail: Mark.Rogers@amkor.com

and

Snell & Wilmer L.L.P.  
1 East Washington Street, Suite 2700  
Phoenix, AZ 85004-2430  
Attn: Jody Pokorski and Lauren Merdinger  
Telephone: (602) 382-6399; (602) 382-6396  
Email: jpokorski@swlaw.com; lmerdinger@swlaw.com

To Escrow Agent: First American Title Insurance Company  
2555 E. Camelback Rd., Suite 350  
Scottsdale, Arizona 85016  
Attn: Nanette DeRuiter  
Telephone: 602-567-8120  
Email: nderuiter@firstam.com

7.8 Further Documentation and Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Amkor and the City, Amkor and the City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby.

7.9 Time Periods. Except as otherwise expressly provided herein, the time for performance of any obligation or taking of any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided for

herein. If the time for the performance of any obligation or taking of any action under this Agreement expires on a day that is not a Business Day, the time for performance or taking of such action shall be extended to the next succeeding day which is a Business Day.

7.10 Headings, Counterparts, Electronic Delivery. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. This Agreement may be executed by signing and transmitting the signed Agreement by electronic or PDF transmission to the other party. Any party transmitting its signature by electronic or PDF transmission thereafter shall transmit an Agreement bearing an original, live signature to the other party.

7.11 Entire Agreement. This Agreement, which includes the Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties.

7.12 Governing Law; Venue. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall be the Superior Court of the State of Arizona for the County of Maricopa.

7.13 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 3.2 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.

7.14 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. The parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

7.15 WAIVER OF JURY TRIAL. AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, AMKOR AND THE CITY EACH WAIVE

ALL RIGHTS TO A TRIAL BY JURY IF ANY LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

7.16 Arizona Law Provisions.

A. Conflict of Interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, that is prohibited by law. In addition to its other rights hereunder, City shall have the rights specified in A.R.S. § 38-511.

B. No Boycott of Israel. To the extent applicable, Amkor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in A.R.S. § 35-393, of Israel.

C. Compliance with Federal Immigration Laws and E-Verify. To the extent applicable under A.R.S. § 41-4401, Amkor warrants compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the e-verify requirements under A.R.S. § 23-214(A). If, prior to Closing, Amkor becomes aware that it is not in compliance with such requirements, Amkor shall notify the City in writing, and Amkor shall have a period of thirty (30) days within which to take any to cure such non-compliance, or, in the event such non-compliance cannot be reasonably cured within thirty (30) days then such period will be extended for an additional period of time as may be reasonably necessary so long as Amkor diligently pursues the cure. The failure by Amkor to remedy any non-compliance occurring prior to Closing before to the expiration of the applicable cure period shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

D. Prohibition on Use of Forced Uyghur Labor. To the extent applicable under A.R.S. § 35-394, Amkor hereby certifies it does not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People’s Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If, prior to Closing, Amkor becomes aware that it is not in compliance with such certification, Amkor shall notify the City in writing, and Amkor shall have a period of thirty (30) days within which to take any to cure such non-compliance, or, in the event such non-compliance cannot be reasonably cured within thirty (30) days then such period will be extended for an additional period of time as may be reasonably necessary so long as Amkor diligently pursues the cure. The failure by Amkor to remedy any non-compliance occurring prior to Closing before to the expiration of the applicable cure period shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**AMKOR:**

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

By: \_\_\_\_\_  
Name: Kevin Engel  
Its: President

**CITY:**

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

By: \_\_\_\_\_  
Name: Henry Darwin  
Its: City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

**CONSENT OF ESCROW AGENT**

The undersigned Escrow Agent hereby (a) accepts the Escrow created by the foregoing Agreement, (b) agrees to act in accordance with the terms of this Agreement, (c) agrees to be the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Code and filing all necessary information reports, returns and statements (collectively, the “**Reports**”) regarding the transaction required by the Code and, promptly upon the filing of the Reports, transmit copies of the Reports to Amkor and City, (d) agrees to indemnify, defend and hold harmless Amkor, the City, and their respective attorneys and brokers from and against all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent’s failure to file the Reports, and (e) confirms that Escrow Agent has opened the Escrow and that the date of Opening of Escrow is \_\_\_\_\_, 2025.

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**, a Nebraska corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commercial Escrow Officer  
Escrow No.: \_\_\_\_\_

### **List of Exhibits**

Exhibit	Description
A	Legal Description of Amkor Vistancia Parcel
B	Legal Description of Core Amkor 2 Parcel
C	Insurance Requirements
D	Description of Amkor Vistancia Property Information
E-1	Form of Amkor Vistancia Parcel Deed
E-2	Form of Core 2 Amkor Parcel Deed
F	Intentionally Deleted
G	Form of JDA Termination
H	CFD Disclosure Statement
I	404 Permit Notification
J-1	Form of Memorandum of ROFR
J-2	Core 2 Expansion Parcel
K	Form of Core 2 Restrictive Covenant

**EXHIBIT A**

**Amkor Vistancia Parcel**

PARCEL D-15/16 OF RE-PLAT FOR VISTANCIA VILLAGE D SOUTH, PARCELS D-11/12, D-13/14, D- 15/16, D-17, D-18, D-19, D-20, D-21, & D-22 ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1793 OF MAPS, PAGE 45 AND AFFIFDAVIT OF CORRECTION RECORDED AUGUST 29, 2024 AS 2024-0460400 OF OFFICIAL RECORDS.

EXCEPT ALL MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT TO SAID LAND.

**EXHIBIT B**

**Core 2 Amkor Parcel**

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

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 BASE AND 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°118'13" 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.



calendar days' prior written notice has been sent to the owner party at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-:VII. The owner party in no way warrants that the above required minimum insurer rating is sufficient to protect the entry party from potential insurer insolvency.
- F. Verification of Coverage.** The entry party shall furnish the owner party with Certificates of Insurance (ACORD form or equivalent approved by the owner party) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. All certificates and endorsements are to be received and approved by the owner party before any entry.

## EXHIBIT D

### **Amkor Vistancia Property Information**

#### **1. HOA DOCS**

##### **Vistancia Maintenance Corporation:**

Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Vistancia recorded with the Maricopa County, Arizona Recorder on December 19, 2018, as Instrument No. 2018-0931102, and First Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded on January 27, 2020, as Instrument No. 2020-0069924, and Second Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Vistancia recorded on April 30, 2021, as Instrument No. 2021-0489058, and Assignment of Declarant's Rights recorded on December 19, 2018, as Instrument No. 2018-0930621, and Assignment and Assumption of Declarants Rights (Master Declaration) recorded on July 21, 2020, as Instrument No. 2020-0654216, and Assignment and Assumption of Declarant Rights (Master Declaration) recorded on April 30, 2021, as Instrument No. 2021-0489678; and Articles of Incorporation for Vistancia Maintenance Corporation, dated August 5, 2003, and filed with the Arizona Corporation Commission on August 11, 2003, in File No. 1083137-9, and Bylaws for Vistancia Maintenance Corporation, dated August 15, 2003

##### **Vistancia Commercial Core**

Declaration of Covenants, Conditions and Restrictions for Vistancia Commercial Core recorded with the Maricopa County, Arizona Recorder on January 27, 2020, as Instrument No. 2020-0069929; and Articles of Incorporation of Vistancia Commercial Core Property Owners Association filed with the Arizona Corporation Commission on February 11, 2020; and Vistancia Commercial Core Property Owners Association Bylaws dated January 27, 2020; and Assignment and Assumption of Declarant Rights (Commercial Core) recorded with Maricopa County, Arizona Recorder on April 30, 2021 as Instrument No. 2021-0489684; and Declaration of Use Restriction recorded with Maricopa County, Arizona Recorder on February 28, 2020 as Instrument No. 2020-0175134

#### **2. DESIGN GUIDELINES**

Five North at Vistancia Design Guidelines dated June 2022 and Vistancia Color and Materials Palette

#### **3. VISTANCIA PCD**

Vistancia Planned Community District Case # Z01-10A.15 dated May 2022 and approved June 23, 2022

Vistancia Planned Community District (PCD) Standards and Guidelines Report, City of Peoria Zoning Case Z01-10A.16, dated November 2023

**4. VISTANCIA DEVELOPMENT AGREEMENT**

Amended and Restated Development Agreement for Vistancia in Peoria, Arizona dated May 1, 2012 and recorded May 9, 2012, in Instrument No. 20120395094, official records of Maricopa County, Arizona; First Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona dated and recorded March 5, 2014, as Instrument No. 2014-0142708; Amended and Restated First Amendment to Amended and Restated Development Agreement for Vistancia, Peoria, Arizona recorded on September 30, 2015 as Instrument No. 2015-0707630; and Assignment of and Second Amendment to Amended and Restated Development Agreement for Vistancia, Peoria, Arizona recorded on July 27, 2021 as Instrument No. 2021-0808452

**5. VISTANCIA CFD**

Amended and Restated District Development, Financing Participation and Intergovernmental Agreement (Vistancia Community Facilities District) recorded with Maricopa County, Arizona Recorder on October 30, 2020, as Instrument No. 2020-0974556; First Amendment to Amended and Restated District Development, Financing Participation and Intergovernmental Agreement (Vistancia Community Facilities District) recorded with Maricopa County, Arizona Recorder as Instrument No. 2021-0865769; and Closing Transcript Binder

**6. VISTANCIA 404 PERMIT**

404 Permit #199915133-SDM, dated September 25, 2002; Permit Extension dated August 22, 2012; and Permit Extension dated July 12, 2017

**7. PHASE 1 ESA**

Phase 1 Environmental Site Assessment prepared by AEI Consultants dated March 25, 2021; and Report on Phase 1 Environmental Site Assessment prepared by Speedie & Associates dated August 19, 2009

Phase 1 Environmental Site Assessment prepared by The McGovern Group, LLC dated August 15, 2024

**8. CULTURAL RESOURCES**

A Cultural Resources Inventory prepared by Aztlan Archaeology dated May 21, 1999; Environmental Assessment 404 (b)(1) Evaluation Statement of Findings, Permit Application No. 199-15133-SM dated August 26, 2002; The Lakeland Village Project Prehistoric Settlement and Subsistence prepared by Aztlan Archaeology, 2002; Ecological Overview and Selected Surveys Lakeland Village Project Area dated September 1999; Preliminary Report on National Register of Historic Places Evaluation prepared by Aztlan Archaeology, Technical Report No. 2001-169 dated September 28,

2001; Memorandum from Robert D. Anderson regarding Archeological Site “192” dated August 30, 2017

**9. GEOTECHNICAL REPORTS**

Vistancia South Approved Land Use Plan. 2010; Parcel D-4 Preliminary Soils Report prepared by Alpha Geotechnical Materials dated December 22, 2006; Parcel D-11 Preliminary Soils Report prepared by Alpha Geotechnical Materials dated December 22, 2006; and Parcel D-12 Preliminary Soils Report prepared by Alpha Geotechnical Materials dated December 22, 2006

**10. VISTANCIA MASTER DRAINAGE REPORT**

Master Drainage for Phase I, Phase II and Proposed Phase III Drainage Report for Vistancia prepared by Wood, Patel & Associates, Inc., Job #32007, dated September 22, 2006; and Vistancia Master Drainage Report Update for Twin Buttes Wash and Unnamed Wash B Hydrology prepared by Goodwin & Marshall, Inc. dated April 12, 2013; Master Drainage Study Hydrology Update for Vistancia Village D Commercial Core, dated March 1, 2023

**11. ALTA SURVEY**

ALTA/NSPS Land Title Survey of A Portion of Sections 24 and 25 of Township 5 North, Range 1 West and Section 30 of Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona prepared by Goodwin & Marshall, Inc. Job #P-19-14206, dated 4/12/2021

ALTA/NSPS Land Title Survey Job Number P24-109 dated October 4, 2024 by Lance C. Dickson on behalf of Arizona Surveying and Mapping

**12. APS LINE SITING**

APS North Peoria Facilities Siting Study Phase 1 & 2 Selected Routes FINAL dated January 2019; APS 69kV Power Line Siting Project Newsletter dated February 2019; and APS North Peoria Facilities Siting Study, dated March 2019

**13. VISTANCIA OVERALL TIA**

Vistancia Planned Community District Traffic Impact Analysis, prepared by Southwest Traffic Engineering, LLC dated August 13, 2019

**14. EL MIRAGE ROAD PLANS**

City of Peoria Engineering Department, El Mirage Phase 4.1 & 4.2 Signing and Striping Plans Project # ED-00009 June 2014; City of Peoria Engineering Department, El Mirage Phase 4.1 & 4.2 Paving & Drainage Plans #ED-00009 dated July 2013; City of Peoria Engineering Department, El Mirage Phase 4.1 Sanitary Sewer & Non-Potable Water Plans #ED-00009 dated July 2013; City of Peoria Engineering Department, El Mirage

Phase 4.1 Water Plans #ED-00009 dated July 2013; and City of Peoria Engineering Department, El Mirage Phase 4.1 Paving & Drainage Plans #ED-00009 dated July 2013

**15. LONE MOUNTAIN ROAD PLANS**

Signage & Striping Plans for Lone Mountain Road, Phase 4.1, dated April 2010; Sanitary Sewer & Non-Potable Water Plans for Lone Mountain Road, Phase 4.1, dated April 2010; Water Plans for Lone Mountain Road, Phase 4.1, dated April 2010; Paving & Drainage Plans for Lone Mountain Road, Phase 4.1, dated April 2010; and APS Street Light Summary, dated December 2011

**16. MASTER PLAT**

Master Plat of Village D South, recorded with Maricopa County, Arizona Recorder on December 5, 2019, as Instrument No. 2019-0984274

**17. UTILITY MASTER PLAN UPDATE 2013**

Utility Master Plan 2013 Update prepared by Wilson Engineers, dated August 2013; Vistancia Utility Master Plan – 2023 Amendment, dated June 20, 2023

**18. MASTER LAND PLAN FILES**

20231004-10976A-BNDY-PARCELS-Model.pdf; 20231004-10976S-BNDY-PARCELS-Model.dwg; 20231004S-10976A-IMPLAT.dwg

**19. SUPPLEMENTAL DECLARATION**

Supplemental Declaration (Vistancia Parcel D-15 & D-16), entered into by VDV, dated November 22, 2024, and recorded in the Official Records on November 22, 2024 as Instrument No. 2024-0626532

**20. TITLE POLICY**

Amkor's ALTA Extended Owner's Policy issued by First American Title Insurance Company

**EXHIBIT E-1**

**Exempt from Affidavit of  
Property Value pursuant to  
A.R.S. Section 11-1134(A)(3)**

**Form of Amkor Vistancia Parcel Deed**

When Recorded Return To:


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**SPECIAL WARRANTY DEED**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMKOR TECHNOLOGY ARIZONA, INC., an Arizona corporation (“Grantor”), hereby conveys to CITY OF PEORIA, an Arizona municipal corporation (“Grantee”), the following described property located in Maricopa County, Arizona (the “Property”):

See **Exhibit A** attached hereto and by this reference made a part hereof;

SUBJECT TO: current taxes; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations or other matters shown in the official records of the Maricopa County, Arizona Recorder (“**Official Records**”) or to which reference is made in the Official Records; any and all conditions, easements, encroachments, rights-of-way, or restrictions that a reasonable physical inspection, or accurate survey, of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

THE PROPERTY CONVEYED PURSUANT TO THIS DEED IS FURTHER SUBJECT TO (a) inclusion in the Vistancia Community Facilities District and applicable documents, instruments, taxes and assessments relating thereto; (b) the Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, recorded May 9, 2012, in Instrument No. 2012-0395094, as amended by that certain Amended and Restated First Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated September 14, 2015, and recorded on September 30, 2015, in Instrument No. 2015-0707630, and that certain Assignment of and Second Amendment to Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated June 24, 2021, and recorded on July 26, 2021, in Instrument No. 2021-0806346 (and which was re-recorded on July 27, 2021 in Instrument No. 2021-0808452; (c) Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the Official Records on December 19, 2018 as Instrument No. 2018-0931102, as amended by the First Certificate of Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the Official Records on January 27, 2020 as Instrument No. 2020-0069924 and the Second Certificate of

Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vistancia recorded in the Official Records on April 30, 2021 as Instrument No. 2021-0489058; (d) Declaration of Covenants, Conditions and Restrictions For Vistancia Commercial Core dated January 27, 2020, recorded January 27, 2020 in the Official Records, as Instrument No. 2020-0069929, as amended, assigned or supplemented from time to time; (e) Supplemental Declaration (Vistancia Parcel D-15 & D-16) dated November 22, 2024, and recorded in the Official Records on November 22, 2024 as Instrument No. 2024-0626532, (f) Agreement Regarding Acceptance of Land Use Conditions and Waiver of Rights and Remedies under Proposition 207 recorded October 5, 2023, as Instrument No. 2023-0520334 of Official Records; (g) Declaration of Use Restriction, recorded February 28, 2020, as Instrument No. 2020-0175134 of Official Records; and (h) Declaration of Builder Covenants, recorded November 22, 2024, as Instrument No. 2024-0626536 of Official Records; together with any and all amendments and supplements thereto, and assignments thereof, imposed upon the Property and other real property, under a general plan of development, certain covenants, conditions, restrictions, easements, servitudes, as provided therein, and other provisions running with the land and binding title to the Property and on all owners of any portion thereof or interest therein, whether or not referenced in any future deed or instrument.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTOR:**

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

By: \_\_\_\_\_

Name: Kevin Engel

Its: President

**[Add appropriate notarial block]**

**[Add Exhibit A legal description]**

**EXHIBIT E-2**

**Exempt from Affidavit of  
Property Value pursuant to  
A.R.S. Section 11-1134(A)(3)**

**Form of Core 2 Amkor Parcel Deed**

When Recorded Return To:

Jody Pokorski, Esq.  
Snell & Wilmer  
One East Washington Street, Suite 2700  
Phoenix, AZ 85004-2556

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**SPECIAL WARRANTY DEED**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF PEORIA, an Arizona municipal corporation ("Grantor"), hereby conveys to AMKOR TECHNOLOGY ARIZONA, INC., an Arizona corporation ("Grantee"), the following described property located in Maricopa County, Arizona (the "Property"):

See **Exhibit A** attached hereto and by this reference made a part hereof;

SUBJECT TO: current taxes; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations or other matters shown in the official records of the Maricopa County, Arizona Recorder ("**Official Records**") or to which reference is made in the Official Records; any and all conditions, easements, encroachments, rights-of-way, or restrictions that a reasonable physical inspection, or accurate survey, of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTOR:**

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

By: \_\_\_\_\_

Name: Henry Darwin

Its: City Manager

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**[Add appropriate notarial block]**

**[Add Exhibit A legal description]**

**EXHIBIT F**

**Intentionally Deleted**

## **EXHIBIT G**

### **Form of JDA Termination**

#### **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: \_\_\_\_\_

**[ADDITIONAL 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

## **EXHIBIT H**

### **CFD Disclosure Statement**

#### **VISTANCIA COMMUNITY FACILITIES DISTRICT (CFD) COMMERCIAL DISCLOSURE STATEMENT**

In accordance with Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes, a Community Facilities District (“CFD” or “District”) has been established by the City of Peoria, Arizona (“City”) at the development known as “Vistancia.” The CFD has financed and, in the future will finance certain public infrastructure improvements, which will result in a property tax liability for each property owner of Vistancia.

#### **BACKGROUND**

On September 30, 1988, the Arizona Community Facilities District Act became effective. This provision in State law was created to allow Arizona municipalities to form CFDs for the primary purpose of financing the acquisition, construction, installation, operation and/or maintenance of public infrastructure improvements, including water and sewer improvements.

#### **HOW THE CFD WORKS**

On October 15, 2002, the Mayor and Council of the City formed the CFD, which includes all of the residential and commercial property in Vistancia. An election was held on November 12, 2002, at which time the owners of the property within the CFD voted to authorize up to \$100,000,000 of ad valorem tax bonds to be issued over time by the CFD to finance the acquisition or construction of water and sewer improvements. The improvements have been or will be dedicated to the City after acquisition or construction of such public infrastructure by the District. The City will operate and maintain such improvements.

#### **WHAT WILL BE FINANCED?**

The CFD has been established to finance up to \$100,000,000 in public infrastructure improvements within Vistancia, including financing costs related to such improvements. Through 2021, the total of bonds issued to date was \$69,606,087. All such bonds were refunded in both 2015 and 2020. The proceeds of the bonds have been utilized to finance the engineering, design and construction of certain water, water delivery and wastewater treatment improvements for Vistancia. In addition, it is anticipated that the remainder of authorized bonds will be issued in the future for forthcoming phases of infrastructure at Vistancia.

#### **BENEFITS TO PROPERTY OWNERS**

The bond issues by the CFD will benefit all property owners within Vistancia by providing water and sewer improvements. This benefit was considered by the Developer in connection with establishing the price of the land that was sold. Each property owner within the CFD will participate in the repayment of the bonds in the form of an additional property tax to the current property taxes assessed by other governmental entities. This added tax may currently be deductible for purpose of calculating federal and state income taxes.

## PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of any property owner in the CFD through the payment of property taxes collected by the Maricopa County Treasurer in addition to all other property tax payments. **(PLEASE NOTE THAT NO OTHER AREA WITHIN THE BOUNDARIES OF THE CITY OTHER THAN WITHIN THE VISTANCIA COMMUNITY FACILITIES DISTRICT, THE VISTANCIA WEST COMMUNITY FACILITIES DISTRICT, THE VISTANCIA NORTH COMMUNITY FACILITIES DISTRICT, AND THE MYSTIC AT LAKE PLEASANT HEIGHTS COMMUNITY FACILITIES DISTRICT ARE CURRENTLY SUBJECT TO A PROPERTY TAX LEVIED BY A COMMUNITY FACILITIES DISTRICT).** The CFD levies a secondary tax rate of \$2.10 per \$100 of limited assessed valuation to provide for repayment of the bonds.

Although the level of, the tax rate is not limited by law, the tax rate of the CFD is not expected to exceed \$2.10 per \$100 of net assessed valuation for as long as the bonds are outstanding. The tax rate will be maintained initially at the \$2.10 level by means of agreements with the Vistancia Development LLC, a Delaware Limited liability company and certain other obligated entities (collectively, the “Developer”), which require the Developer to provide for the difference above such \$2.10 rate.**(There can be no guarantee that the Developer will be able to make such payments in the future and, if it cannot, tax rates will be increased to provide for such repayment).** As growth of the tax base occurs within the CFD, it is anticipated that such payments from the Developer will no longer be necessary if debt service is covered by the \$2.10 tax rate at which time the District may release the Developer from such obligations. In addition, the District is authorized to levy a secondary tax rate of \$.30 per \$100 of limited assessed valuation for payment of certain operation and maintenance expenses associated with the CFD and the infrastructure it finances.

### IMPACT OF ADDITIONAL CFD PROPERTY TAX

The following illustrates the additional annual tax liability imposed by the CFD, based on varying property values within Vistancia and a tax rate of \$2.10 per \$100 of assessed value:

<u>Market Value of Property</u>	<u>Estimated Annual Additional Tax Liability*</u>
\$500,000	\$1,607
\$750,000	\$2,410
\$1,000,000	\$3,213
\$1,500,000	\$4,820
\$2,000,000	\$6,426
\$3,000,000	\$9,639
\$4,000,000	\$12,852

\*Assumptions:

1. Market value is not the same as full cash value as reported by the County Assessor, which is typically 85% of market value.
2. Assumes commercial property assessment ratio is 18%.

3. The limited property value is the sole value used to compute taxes and cannot exceed the full cash value. Arizona Proposition 117 was approved by voters and limits the increase of the limited property value. The tax amount is computed by multiplying the limited property value times the assessment ratio, dividing that figure by 100 (tax rate per \$100 of assessed valuation), and then multiplying it by the tax rate.

Additional information regarding the description of infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City of Peoria City Clerk's office.

**EXHIBIT I**

**404 Permit Notification**

**NOTIFICATION TO CORPS OF SALE OF PARCEL  
AND TRANSFER OF PERMIT OBLIGATIONS  
UNDER VISTANCIA 404 PERMIT**

\_\_\_\_\_, 20\_\_\_\_

Ms. Sally Diebolt  
Chief, Arizona Branch  
Regulatory Division – Los Angeles District US Army Corps of Engineers  
3636 N. Central Avenue, Suite 900  
Phoenix, Arizona 85012

Re: Section 404 Permit for Vistancia; Corps of Engineers File Number 1999-15133-SDM

Dear Ms. Diebolt:

The purpose of this letter is to notify the Corps of the sale of Vistancia Parcel(s) D 15/16, as legally described in **Exhibit A** hereto (the “**Parcel**”) within Vistancia, which is subject to the terms of and conditions of the Section 404 Permit referenced above, and to transfer permit responsibilities on the Parcel from **AMKOR TECHNOLOGY ARIZONA, INC.**, an Arizona corporation (“**Transferor**”) to **CITY OF PEORIA**, a municipal corporation of the State of Arizona (“**Transferee**”). Transferor hereby transfers and assigns to Transferee, and Transferee hereby accepts and assumes, all permit responsibilities on the Parcel accruing or arising from and after the date hereof. By its signature below, Transferee acknowledges that it has received a copy of the permit and that it accepts and will comply with the terms and conditions of the permit as it pertains to the Parcel, and will not impact any of the jurisdictional waters beyond what is permitted. We request that you amend your records to reflect this change in ownership.

By copy of this letter to the Arizona Department of Environmental Quality, we are also requesting that the 401 certification letter issued September 25, 2002, be amended to reflect the change in ownership.

**TRANSFEROR:**

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

By: \_\_\_\_\_  
Name: Kevin Engel  
Its: President

**TRANSFeree:**

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

By: \_\_\_\_\_  
Name: Henry Darwin  
Its: City Manager

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **EXHIBIT J-1**

### **Form of Memorandum of ROFR**

When Recorded Return To:

Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Lizzette Zubey

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### **MEMORANDUM OF RIGHT OF FIRST REFUSAL**

This Memorandum of Right of First Refusal ("**Memorandum**"), dated as of \_\_\_\_\_, 2025, is executed by CITY OF PEORIA, an Arizona municipal corporation ("**City**") in favor of AMKOR TECHNOLOGY ARIZONA, INC., an Arizona corporation ("**Amkor**").

### **RECITALS**

A. City was the successful bidder in an auction whereby the Arizona State Land Department ("**ASLD**") auctioned approximately 834 acres of real property in the Peoria Innovation Core (the "**Core 2 Master Property**") to City. Following the auction, ASLD issued to City that certain Certificate of Purchase No. 53-125421 (the "**Certificate of Purchase**"). Thereafter ASLD issued a patent to City conveying a fee interest in that portion of the Core 2 Master Property legally described on Exhibit 1 attached hereto (the "**Core 2 Amkor Parcel**").

B. Pursuant to that certain Exchange Agreement, dated August [28] 2025 (the "**Exchange Agreement**"), Amkor acquired the Core 2 Amkor Parcel from City.

C. Pursuant to the Exchange Agreement, City granted to Amkor a right of first refusal (the "**ROFR**") to acquire a portion of the remainder of the Core 2 Master Property depicted on Exhibit 2 (the "**Core 2 Expansion Parcel**").

D. Amkor and the City are entering into this Memorandum to provide notice of the ROFR.

### **AGREEMENT**

1. Memorandum of ROFR. This Memorandum has been executed and delivered by City and Amkor for the purpose of recording and giving notice that City has granted to Amkor a right of first refusal to purchase the Core 2 Expansion Parcel on the terms set forth in the Exchange Agreement.

2. Automatic Termination. This Memorandum and the ROFR shall automatically terminate and be of no further force and effect with respect to any portion of the Core 2 Expansion Parcel remaining unpatented (the "**Unpatented Land**") upon the cancellation or early termination of Certificate of Purchase #53-125421, issued by the State of Arizona by and

through the Arizona State Land Department (“**ASLD**”), and recorded concurrently with, but prior to, this Memorandum (the “**Certificate**”). After termination of this Memorandum and the ROFR with respect to the Unpatented Land, and upon the written request of ASLD, City and Amkor (or their successor or assigns) shall execute and deliver such documents and instruments as are reasonably required to evidence the termination of this Memorandum and ROFR with respect to the Unpatented Land, for recording in the official records of Maricopa County, Arizona. If a patent is issued to the City for all or a portion of the Core 2 Expansion Parcel, this Section 2 shall automatically terminate and be of no further force and effect with respect to the patented portion of the Core 2 Expansion Parcel.

3. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the state of Arizona, without regard to its conflict of laws principles.

4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

5. Amendment; Modification. This Memorandum may be changed, modified, amended, or terminated in whole or in part only by a written and recorded agreement executed by Amkor and the City (or all of the then-record fee owners of all parts of the Core 2 Amkor Parcel and the Core 2 Remainder Parcel) and consented to by any holder of a mortgage or deeds of trust recorded against either property at such time.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City has caused this Memorandum to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

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

By: \_\_\_\_\_

Name: Henry Darwin

Its: City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

[Add appropriate notarial block]

**[ADDITIONAL SIGNATURE PAGE FOLLOWS]**

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

By: \_\_\_\_\_

Name: Kevin Engel

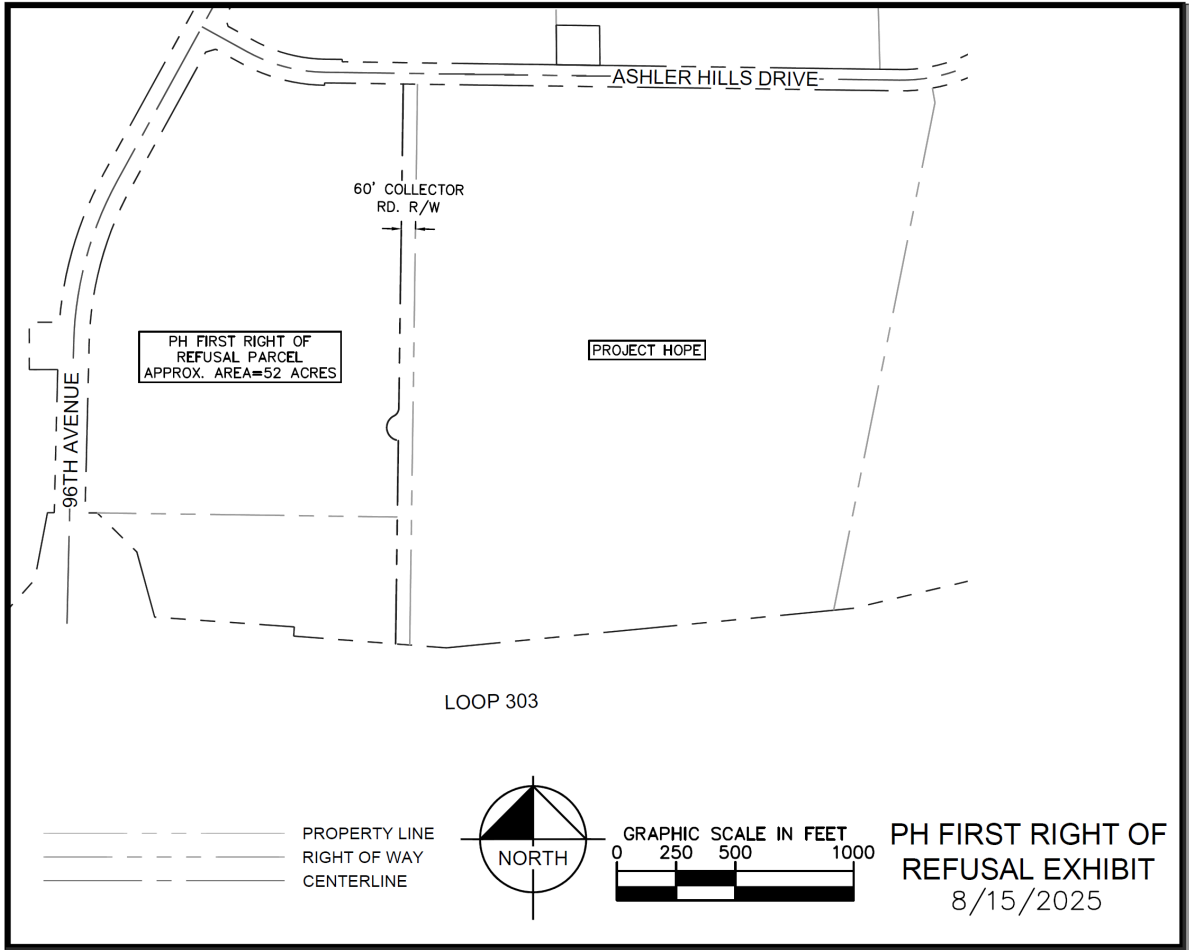
Its: President

**[Add appropriate notarial block]**

**[Add Exhibits 1 and 2 legal descriptions]**

**EXHIBIT J-2**

**Depiction of Core 2 Expansion Parcel**



## **EXHIBIT K**

### **Form of Core 2 Restrictive Covenant**

When Recorded Return To:

Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Lizzette Zubey

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### **RESTRICTIVE COVENANT**

This Restrictive Covenant (“**Restrictive Covenant**”), dated as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) is executed by CITY OF PEORIA, an Arizona municipal corporation (the “**City**”) in favor of AMKOR TECHNOLOGY ARIZONA, INC., an Arizona corporation (“**Amkor**”).

### **RECITALS**

A. City was the successful bidder in an auction whereby the Arizona State Land Department (“**ASLD**”) auctioned approximately 834 acres of real property in the Peoria Innovation Core (the “**Core 2 Master Property**”) to City. Following the auction, ASLD issued to City that certain Certificate of Purchase No. 53-125421 (the “**Certificate of Purchase**”). Thereafter ASLD issued a patent to City conveying a fee interest in that portion of the Core 2 Master Property legally described on Exhibit 1 attached hereto (the “**Core 2 Amkor Parcel**”).

B. Pursuant to that certain Exchange Agreement, dated August [28] 2025 (the “**Exchange Agreement**”) Amkor acquired the Core 2 Amkor Parcel from City.

C. Pursuant to the Exchange Agreement, City agreed to restrict the use of the remainder of the Core 2 Master Property not conveyed to Amkor and legally described on Exhibit 2 (the “**Core 2 Remainder Parcel**”) for the benefit of Amkor, as further described in this Restrictive Covenant.

D. Amkor and the City are entering into this Restrictive Covenant to evidence and provide notice of the Core 2 Prohibited Uses (as further defined and described herein) pursuant to the terms and conditions of this Restrictive Covenant.

### **AGREEMENT**

1. **Core 2 Prohibited Uses**. From and after the Effective Date, the following uses shall not be permitted on the portions of the Core 2 Remainder Parcel (collectively, the “**Core 2 Prohibited Uses**”):

(a) The Core 2 Remainder Parcel shall not be used, sold, leased, or otherwise transferred for any semiconductor testing, probing, bumping, or packaging that competes with Amkor’s core business operations; and

(b) The Core 2 Remainder Parcel within a ¼ mile radius of the geographic center of the Core 2 Amkor Parcel shall not be used, sold, leased, or otherwise transferred for any residential use, whether for sale or for lease without express written consent from Amkor, in its sole discretion.

2. Automatic Termination. This Restrictive Covenant and the Core 2 Prohibited Uses shall automatically terminate and be of no further force and effect with respect to any portion of the Core 2 Remainder Parcel that remains unpatented (the “**Unpatented Land**”) upon the cancellation or early termination of Certificate of Purchase #53-125421, issued by the State of Arizona by and through the Arizona State Land Department (“**ASLD**”), and recorded concurrently with, but prior to, this Restrictive Covenant (the “**Certificate**”). After termination of this Restrictive Covenant and the Core 2 Prohibited Uses with respect to the Unpatented Land, and upon the written request of ASLD, City and Amkor (or their successor or assigns) shall execute and deliver such documents and instruments as are reasonably required to evidence the termination of this Restrictive Covenant and the Core 2 Prohibited Uses with respect to the Unpatented Land, for recording in the official records of Maricopa County, Arizona. If a patent is issued to the City for all or a portion of the Core 2 Remainder Parcel, this Section 2 shall automatically terminate and be of no further force and effect with respect to the patented portion of the Core 2 Remainder Parcel.

3. Enforcement. Enforcement of the provisions of this Restrictive Covenant shall be by an appropriate proceeding at law or in equity against any person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability or to recover damages, or by any appropriate proceeding at law or in equity against the affected real property to enforce any lien or charge arising by virtue hereof. The prevailing party in any such enforcement proceeding shall be awarded its costs and expenses, including reasonable attorneys’ fees, incurred in connection therewith.

4. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, “**Notices**”) shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To City: City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345  
Attention: Henry Darwin, City Manager  
Telephone: (623) 773-7114  
E-mail: [henry.darwin@peoriaaz.gov](mailto:henry.darwin@peoriaaz.gov)

With a copy to: City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345  
Attention: Emily Jurmu, City Attorney  
Telephone: (623) 773-7330  
E-mail: [emily.jurmu@peoriaaz.gov](mailto:emily.jurmu@peoriaaz.gov)

To Amkor: Amkor Technology Arizona, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Kevin Engel, President  
Telephone: (480) 821-5000  
E-mail: kevin.engel@amkor.com

With a copy to: c/o Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: David McCann  
Telephone: (480) 637-4736  
E-mail: david.mccann@amkor.com

and

c/o Amkor Technology, Inc.  
2045 East Innovation Circle  
Tempe, AZ 85284  
Attn: Mark Rogers, General Counsel  
Telephone: (480) 786-7601  
E-mail: Mark.Rogers@amkor.com

5. Failure to Enforce. No delay or omission on the part of Amkor in exercising any rights, power or remedy provided in this Restrictive Covenant shall be construed as a waiver of or acquiescence in any breach of the terms and conditions of this Restrictive Covenant.

6. Covenant Running with the Land. The covenants hereby granted or reserved, the restrictions hereby imposed and the agreements herein contained or contemplated hereby shall be deemed easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon, the owners of the Core 2 Amkor Parcel and the Core 2 Remainder Parcel and their respective successors and assigns.

7. Miscellaneous.

(a) Unenforceability. If any provision of this Restrictive Covenant is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

(b) Governing Law. This Restrictive Covenant shall be construed and enforced in accordance with the laws of the state of Arizona, without regard to its conflict of laws principles.

(c) Counterparts. This Restrictive Covenant may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

(d) Amendment; Modification. This Restrictive Covenant may be changed, modified, amended, or terminated in whole or in part only by a written and recorded agreement executed by Amkor and the City (or all of the then-record fee owners of all parts of the Core 2 Amkor Parcel and the Core 2 Remainder Parcel) and consented to by any holder of a mortgage or deeds of trust recorded against either property at such time.

(e) Waiver. A party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(f) Entire Agreement. This Restrictive Covenant constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein and in the Exchange Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City has caused this Memorandum to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY:**

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

By: \_\_\_\_\_

Name: Henry Darwin

Its: City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

**[Add appropriate notarial block]**

**[ADDITIONAL SIGNATURE PAGE FOLLOWS]**

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

By: \_\_\_\_\_

Name: Kevin Engel

Its: President

**[Add appropriate notarial block]**

**[Add Exhibits 1 and 2 legal descriptions]**