

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

---

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 10, 2006 (May 5, 2006)

**AMKOR TECHNOLOGY, INC.**

(Exact name of registrant as specified in its charter)

---

**DELAWARE**

(State or Other Jurisdiction of  
Incorporation)

---

**000-29472**

(Commission File Number)

---

**23-1722724**

(IRS Employer  
Identification No.)

**1900 SOUTH PRICE ROAD  
CHANDLER, AZ 85248**

(Address of Principal Executive Offices, including Zip Code)

**(480) 821-5000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
- 

---

**TABLE OF CONTENTS**

[Item 1.01. Entry into a Material Definitive Agreement.](#)

[Item 9.01. Financial Statements and Exhibits.](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

[Exhibit 10.1](#)

[Exhibit 10.2](#)

[Exhibit 10.3](#)

---

**Item 1.01. Entry into a Material Definitive Agreement.**

*First Lien Revolving Credit Facility*

On May 5, 2006, Amkor Technology, Inc., a Delaware corporation (“Amkor”), Unitive, Inc., a Delaware corporation and subsidiary of Amkor (“Unitive”), and Unitive Electronics, Inc., a North Carolina corporation and indirect subsidiary of Amkor (“Unitive Electronics” and, together with Amkor and Unitive, the “Borrowers”) entered into a First Amendment (the “First Amendment”) to the Loan and Security Agreement (the “First Lien Loan and Security Agreement”) with the Lenders party to the First Lien Loan and Security Agreement and Bank of America, N.A., as Administrative Agent. The First Amendment amends the definition of an “Excluded Domestic Subsidiary” under the First Lien Loan and Security Agreement to include Amkor Worldwide Services LLC, a Delaware limited liability company and subsidiary of Amkor (“AWS”), removes certain accountant notice requirements, and amends certain schedules to the First Lien Loan and Security Agreement to provide for the inclusion of specified information pertaining to AWS. The First Lien Loan and Security Agreement provides for a revolving credit facility of up to \$100 million with a letter of credit sub-limit of up to \$25 million, based on the applicable borrowing base, as determined by Borrower’s eligible accounts receivables. As of March 31, 2006, the Borrowers had utilized \$2.5 million of the available letter of credit sub-limit, and had \$97.5 million available under this facility. All outstanding loans under the First Lien Loan and Security Agreement are due and payable on November 28, 2009, the termination date, unless earlier terminated by the Borrowers, subject to the then applicable termination fee. Interest accrues under the First Lien Loan and Security Agreement at a floating rate based on the base rate in effect from time to time plus the applicable margin which shall range from 0.0% to 0.50% for base rate revolving loans, or LIBOR plus the applicable margin which may range from 1.50% to 2.25% for LIBOR revolving loans. Borrowers also pay an unused line fee between 0.25% and 0.50% per annum times the unused portion of the facility. The First Lien Loan and Security Agreement is secured by a first priority lien on substantially all of the Borrowers’ assets (excluding intercompany loans and the capital stock of Amkor’s foreign subsidiaries and certain domestic subsidiaries), including a mortgage on certain of Amkor’s real property.

*Second Lien Term Loan Credit Facility*

On May 5, 2006, AWS entered into a Guaranty Supplement (the “Second Lien Guaranty Supplement”) to the Guaranty, dated as of October 27, 2004, among Guardian Assets, Inc., a Delaware corporation and subsidiary of Amkor (“Guardian”), Unitive and Unitive Electronics, in favor of Citicorp North America, Inc. (“CNAL”), as Administrative Agent (as amended, the “Second Lien Guaranty”), whereby AWS guaranteed Amkor’s obligations under the Second Lien Credit Agreement, dated as of October 27, 2005, among CNAL, as Administrative Agent and as Collateral Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”), as Syndication Agent, JPMorgan, as Documentation Agent, Citigroup, as Sole Lead Arranger and Citigroup, Merrill Lynch and J.P. Morgan, as Joint Bookrunners (the “Second Lien Credit Agreement”). The Second Lien Credit Agreement provides for a \$300.0 million term loan (the “Term Loan”), all of which was borrowed at closing. The non-amortizing Term Loan provides for a single bullet payment on October 27, 2010, the maturity date. The Term Loan may not be prepaid at Amkor’s option prior to October 27, 2006. Anytime thereafter, the Term Loan may be prepaid, subject to the applicable prepayment premium. Interest shall accrue on the Term Loan at a floating base rate based on LIBOR plus a margin of 4.5%.

On May 5, 2006, AWS also entered into a Joinder Agreement (the “Second Lien Joinder Agreement”) to the Second Lien Pledge and Security Agreement, dated as of October 27, 2004, among Amkor, Guardian, Unitive, Unitive Electronics and CNAL, as Collateral Agent (as amended, the “Second Lien Pledge and Security Agreement”). Pursuant to the Second Lien Pledge and Security Agreement, Amkor’s obligations under the Second Lien Credit Agreement are secured by a second lien on (i) substantially all of the assets of Amkor and its domestic subsidiaries, (ii) a pledge of the capital stock of Amkor’s domestic subsidiaries, (iii) a pledge of 66% of the capital stock of certain of Amkor’s and its subsidiaries’ first-tier foreign subsidiaries, (iv) a pledge of certain intercompany debt, and (v) a mortgage on Amkor’s real property.

The First Amendment to the First Lien Loan and Security Agreement, the Second Lien Guaranty Supplement and the Second Lien Joinder Agreement are included herein as exhibits. The First Lien Loan and Security Agreement, as entered into on November 28, 2005, was previously filed with the Securities and

---

[Table of Contents](#)

Exchange Commission (the “SEC”) on Form 8-K filed on December 2, 2005. The Second Lien Credit Agreement, the Second Lien Guaranty and the Second Lien Pledge and Security Agreement, each as entered into on October 27, 2004, were previously filed with the SEC on Form 8-K filed on November 2, 2004.

**Item 9.01. Financial Statements and Exhibits.**

(c) Exhibits.

- 10.1 First Amendment to the First Lien Loan and Security Agreement, dated as of May 5, 2006, among Amkor Technology, Inc., Unitive, Inc. and Unitive Electronics, Inc., as Borrowers, the Lenders party to the First Lien Loan and Security Agreement and Bank of America, N.A., as Administrative Agent.
  - 10.2 Second Lien Guaranty Supplement, dated as of May 5, 2006, by Amkor Worldwide Services LLC.
  - 10.3 Second Lien Joinder Agreement, dated as of May 5, 2006, by Amkor Worldwide Services LLC.
-

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**AMKOR TECHNOLOGY, INC.**

By: /s/ Kenneth T. Joyce  
Kenneth T. Joyce  
Chief Financial Officer

Date: May 10, 2006

---

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
10.1	First Amendment to the First Lien Loan and Security Agreement, dated as of May 5, 2006, among Amkor Technology, Inc., Unitive, Inc. and Unitive Electronics, Inc., as Borrowers, the Lenders party to the First Lien Loan and Security Agreement and Bank of America, N.A., as Administrative Agent.
10.2	Second Lien Guaranty Supplement, dated as of May 5, 2006, by Amkor Worldwide Services LLC.
10.3	Second Lien Joinder Agreement, dated as of May 5, 2006, by Amkor Worldwide Services LLC.

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT (“Amendment”), dated as of May 5, 2006 (the “Amendment Date”), is among Amkor Technology, Inc. and its Subsidiaries party hereto, the Lenders party to the Loan and Security Agreement referred to below, and Bank of America, N.A., as administrative agent for the Lenders.

## RECITALS:

A. The Borrowers, the Lenders, and the Agent have entered into that certain Loan and Security Agreement, dated as of November 28, 2005 (as amended, the “Loan and Security Agreement”).

B. The Borrowers have requested that the Lenders amend the Credit Agreement in certain respects as specifically provided hereinbelow.

C. Subject to satisfaction of the conditions set forth herein, the Requisite Lenders are willing to amend the Credit Agreement as specifically provided hereinbelow.

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

## ARTICLE 1

Definitions

Section 1.1 Definitions. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the same meanings in this Amendment as in the Loan and Security Agreement, as amended hereby.

## ARTICLE 2

Amendments to Loan and Security Agreement

Section 2.1 Amendment to Section 1.1 of the Loan and Security Agreement. Effective as of the Amendment Date, the following definition in Section 1.1 of the Loan and Security Agreement is hereby amended and restated in its entirety to read as follows.

Excluded Domestic Subsidiaries — Guardian Assets, Inc., a Delaware corporation, Amkor International Holdings, a company organized under the laws of the Cayman Islands (also existing as Amkor International Holdings, LLC, a Delaware limited liability company), Amkor Technology Limited, a company organized under the laws of the Cayman Islands, P-Four, Inc., a company organized under the laws of the Philippines (also existing as P-Four, LLC, a

Delaware limited liability company), Amkor Technology Philippines, Inc., a corporation organized under the laws of the Philippines, and Amkor Worldwide Services LLC, a Delaware limited liability company.

Section 2.2 Amendment to Section 10.1.2 of the Loan and Security Agreement. Effective as of the Amendment Date, the last two sentences of Section 10.1.2 of the Loan and Security Agreement are hereby deleted.

Section 2.3 Amendment to Schedule 9.1.4 of the Loan and Security Agreement. Effective as of the Closing Date, Schedule 9.1.4 of the Loan and Security Agreement is hereby amended by adding thereto at the end of the Section of such Schedule labeled “Subsidiaries” the following information under each of the applicable headings:

<u>Name</u>	<u>Jurisdiction</u>	<u>Restricted or Unrestricted Subsidiary</u>	<u>Number of Shares Authorized</u>	<u>Number of Shares Outstanding</u>	<u>Ownership</u>
Amkor Worldwide Services LLC	Delaware	Restricted	N/A	N/A	100% Amkor Technology, Inc.

### ARTICLE 3

#### Conditions and Postclosing Agreements

Section 3.1 Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) no Default or Event of Default shall be in existence as of the Amendment Date after giving effect to this Amendment; and

(b) the Agent shall have received a fully executed copy of this Amendment and each other agreement, document, or instrument reasonably requested by the Agent in connection with this Amendment (including, without limitation, any agreement, certificate, or document requested by the Agent with respect to Amkor Worldwide Services LLC), in form and substance reasonably satisfactory to the Agent.

### ARTICLE 4

#### Ratifications, Representations, and Warranties

Section 4.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Loan and Security Agreement and the other Loan Documents and, except as expressly modified and superseded by

this Amendment, the terms and provisions of the Loan and Security Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. The Borrowers, the Agent, and the Lenders agree that the Loan and Security Agreement and the other Loan Documents, as amended hereby, shall continue to be legal, valid, binding, and enforceable in accordance with their respective terms.

Section 4.2 Borrowers' Representations and Warranties. The Borrowers hereby represent and warrant to the Agent and the Lenders that (a) the execution, delivery, and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite action on the part of the Borrowers and will not violate the certificate of incorporation or bylaws of any Borrower, (b) the representations and warranties of the Borrowers contained in the Loan and Security Agreement, as amended hereby, and any other Loan Document are true and correct on and as of the Amendment Date as though made on and as of the Amendment Date (except to the extent that such representations and warranties were expressly made only in reference to a specific date), and (c) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

## ARTICLE 5

### Miscellaneous

Section 5.1 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other Loan Document including any Loan Document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by the Agent or any Lender shall affect the representations and warranties or the right of the Agent or any Lender to rely upon them.

Section 5.2 Reference to Loan and Security Agreement and Other Loan Documents. Each of the Loan Documents, including the Loan and Security Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Loan and Security Agreement and the other Loan Documents as amended hereby, are hereby amended so that any reference in such Loan Documents to the Loan and Security Agreement or any other Loan Document shall mean a reference to the Loan and Security Agreement and the other Loan Documents as amended hereby.

Section 5.3 Severability. Any provision in this Amendment that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Amendment are declared to be severable.

Section 5.4 Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, PROVIDED THAT IN THE EVENT ANY



COURT DETERMINES THAT NEW YORK LAW DOES NOT GOVERN THE LAWS OF THE STATE OF TEXAS SHALL GOVERN, IN ANY SUCH CASE WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

Section 5.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Borrowers, the Agent, and the Lenders and their respective successors and assigns, except the Borrowers may not assign or transfer any of their respective rights or obligations hereunder without the prior written consent of the Lenders and any assignment by the Lenders shall be made only in accordance with the terms of the Loan and Security Agreement.

Section 5.6 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart and a telecopy of any such executed signature page shall be valid as an original. This Amendment shall be effective when it has been executed by the Borrowers, the Agent, and the Requisite Lenders.

Section 5.7 Effect of Amendment. No consent or waiver, express or implied, by the Agent or any Lender to or for any breach of or deviation from any covenant, condition, or duty by the Borrowers shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. The Borrowers hereby (a) agree that this Amendment shall not limit or diminish the obligations of the Borrowers under the Loan Documents delivered in connection with the Credit Agreement, executed or joined in by the Borrowers and delivered to the Agent, (b) reaffirms the Borrowers' obligations under each of such Loan Documents, and (c) agrees that each of such Loan Documents to which the Borrowers are a party remains in full force and effect and is hereby ratified and confirmed.

Section 5.8 Further Assurances. The Borrowers shall execute and deliver, or cause to be executed and delivered, to the Agent such documents and agreements, and shall take or cause to be taken such actions as the Agent may, from time to time, reasonably request to carry out the terms of this Amendment and the other Loan Documents.

Section 5.9 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 5.10 Entire Agreement. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS, AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Section 5.11 Amendment as a Loan Document. This Amendment constitutes a Loan Document and any failure of the Borrowers to comply with the terms and conditions of this Amendment shall result in a Default under the Credit Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date first above written.

BORROWERS:

AMKOR TECHNOLOGY, INC.

By: /s/ Kenneth T. Joyce  
Name: Kenneth T. Joyce  
Title: Chief Financial Officer

UNITIVE, INC.

By: /s/ Joanne Solomon  
Name: Joanne Solomon  
Title: Treasurer

UNITIVE ELECTRONICS, INC.

By: /s/ Joanne Solomon  
Name: Joanne Solomon  
Title: Treasurer

AGENT:

BANK OF AMERICA, N.A.

By: /s/ Jay L. Bartholomew

Name: Jay L. Bartholomew

Title: Senior Vice President

LENDERS:

BANK OF AMERICA, N.A.

By: /s/ Joy L. Bartholomew

Name: Joy L. Bartholomew

Title: Senior Vice President

WACHOVIA CAPITAL FINANCE CORPORATION  
(WESTERN)

By: /s/ Gary Whitaker

Name: Gary Whitaker

Title: Director

TEXTRON FINANCIAL CORPORATION

By: /s/ Robert J. Dysart, Jr.

Name: Robert J. Dysart, Jr.

Title: Senior Account Executive

**Guaranty Supplement**

The undersigned hereby agrees to be bound as a Guarantor for purposes of the Subsidiary Guaranty, dated as of October 27, 2004 (as amended, amended and restated, supplemented and otherwise modified from time to time, the “*Guaranty*”), among Guardian Assets, Inc., Unitive, Inc., Unitive Electronics, Inc. and certain other Subsidiaries of Amkor Technology, Inc. from time to time party thereto as Guarantors and acknowledged by Citicorp North America, Inc., as Administrative Agent, and the undersigned hereby acknowledges receipt of a copy of the Guaranty and the Second Lien Credit Agreement. The undersigned hereby represents and warrants that each of the representations and warranties contained in *Section 16 (Representations and Warranties; Covenants)* of the Guaranty applicable to it is true and correct on and as the date hereof as if made on and as of such date. Capitalized terms used herein but not defined herein are used with the meanings given them in the Guaranty.

*[Signature page follows]*

---

In witness whereof, the undersigned has caused this Guaranty Supplement to be duly executed and delivered as of May 5, 2006.

Amkor Worldwide Services LLC

By: /s/ Joanne Solomon

Name: Joanne Solomon

Title: Treasurer and Secretary

Acknowledged and Agreed  
as of the date first above written:

Citicorp North America, Inc.,  
*as Administrative Agent under the  
Second Lien Credit Agreement*

By: /s/ Suzanne Crymes

Name: Suzanne Crymes

Title: Vice President

[SIGNATURE PAGE TO GUARANTY SUPPLEMENT OF AMKOR WORLDWIDE SERVICES LLC]

### Joinder Agreement

This **Joinder Agreement**, dated as of May 5, 2006, is delivered pursuant to *Section 7.10 (Additional Grantors)* of the Second Lien Pledge and Security Agreement, dated as of October 27, 2004, by Amkor Technology, Inc. (the “*Borrower*”), Guardian Assets, Inc., Unitive, Inc., Unitive Electronics, Inc. and the other Subsidiaries of the Borrower from time to time party thereto as Grantors in favor of Citicorp North America, Inc., as agent for the Secured Parties referred to therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”). Capitalized terms used herein but not defined herein are used with the meanings given them in the Pledge and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in *Section 7.10 (Additional Grantors)* of the Pledge and Security Agreement, hereby becomes a party to the Pledge and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, hereby grants to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby collaterally assigns, mortgages, pledges and hypothecates to the Collateral Agent and grants to the Collateral Agent a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder.

The information set forth in *Annex A* is hereby added to the information set forth in *Schedules 1* through *6* to the Pledge and Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agree that this Joinder Agreement may be attached to the Pledge and Security Agreement and that the Pledged Collateral listed on *Annex 1-A* to this Pledge Amendment shall be and become part of the Collateral referred to in the Pledge and Security Agreement and shall secure all Secured Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in *Article III (Representations and Warranties)* of the Pledge and Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

*[Signature page follows]*

---



In witness whereof, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

Amkor Worldwide Services LLC

By: /s/ Joanne Solomon

Name: Joanne Solomon

Title: Treasurer and Secretary

Acknowledged and Agreed  
as of the date first above written:

Amkor Technology, Inc.,  
*as Grantor*

By: /s/ Kenneth T. Joyce

Name: Kenneth T. Joyce

Title: Executive Vice President and  
Chief Financial Officer

Citicorp North America, Inc.,  
*as Collateral Agent*

By: /s/ Suzanne Crymes

Name: Suzanne Crymes

Title: Vice President