

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)

October 27, 2004

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.)

1345 ENTERPRISE DRIVE
WEST CHESTER, PA 19380

(Address of Principal Executive Offices, including Zip Code)

(610) 431-9600

(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))
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Item 1.01. Entry into a Material Definitive Agreement.

On October 27, 2004, Amkor Technology, Inc. (“Amkor”) entered into a Second Lien Credit Agreement with Citicorp North America, Inc. (“CNAI”), as Administrative Agent and as Collateral Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”), as Syndication Agent, JPMorgan Chase Bank (“JPMorgan”), as Documentation Agent, Citigroup Global Markets Inc. (“Citigroup”), as Sole Lead Arranger and Citigroup, Merrill Lynch and J.P. Morgan Securities Inc. (“J.P. Morgan”) as Joint Bookrunners (the “Second Lien Credit Agreement”). The Second Lien Credit Agreement provides for a \$300 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%. Amkor intends to use the net proceeds of the term loan for working capital and general corporate purposes.

The Second Lien Credit Agreement contains affirmative and negative covenants similar to those in Amkor’s outstanding 7 1/8% Senior Notes due 2011, including affirmative covenants regarding financial and compliance reporting requirements, payment of taxes, maintenance of properties, keeping of ledger, pledging foreign intercompany debt and granting additional collateral and guarantees, and limitations on making payments, incurring indebtedness, issuing preferred stock, selling assets, transacting with affiliates, granting liens on assets, maintaining corporate existence, amending the subordination provisions of the Second Lien Credit Agreement, issuing or selling capital stock in wholly owned subsidiaries, entering into sale and leaseback transactions and merging or consolidating with other entities. The events of default under the Second Lien Credit Agreement include payment defaults, breaches of covenants, cross defaults on certain other indebtedness, bankruptcy events or failure of certain documents entered into in connection with the Term Loan to be valid and binding.

To secure Amkor’s obligations under the Second Lien Credit Agreement, Amkor and its domestic subsidiaries entered into a Second Lien Pledge and Security Agreement, dated as of October 27, 2004, among Amkor, Guardian Assets, Inc. (“Guardian”), Unitive, Inc. (“Unitive”), Unitive Electronics, Inc. (“Unitive Electronics”) and CNAI, as Collateral Agent (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 estate. In addition, on October 27, 2004, Guardian, Unitive and Unitive Electronics entered into a Guaranty, whereby such subsidiaries guaranteed Amkor’s obligations under the Second Lien Credit Agreement.

On October 27, 2004 Amkor also entered into Amendment No. 1 to Credit Agreement with the Lenders party thereto and CNAI, as Administrative Agent, which amendment amends the Credit Agreement, dated as of June 29, 2004, among Amkor, the Lenders and Issuers party thereto, Citigroup, as Sole Lead Arranger and Sole Bookrunner, CNAI, as Administrative Agent, JPMorgan, as Syndication Agent, Merrill Lynch Capital Corporation (“Merrill Lynch Capital”), as Documentation Agent and J.P. Morgan and Merrill Lynch Capital as Arrangers (as amended, the “First Lien Credit Agreement”). The First Lien Credit Agreement provides for a \$30 million revolving credit facility (the “Revolving Facility”), with a \$10 million letter of credit sublimit, available through June 29, 2007. There are currently no loans outstanding under the Revolving Facility. Interest shall accrue on the Revolving Facility at the Libor rate plus a margin of 3.5%. The First Lien Credit Agreement was amended to, among other things, permit Amkor to enter into the Second Lien Credit Agreement.

The First Lien Credit Agreement contains reporting requirements relating to eligible receivables maintenance requirements, financial reporting, any defaults under the First Lien Credit Agreement, certain litigation, insurance, ERISA and environmental matters. The First Lien Credit Agreement also contains affirmative covenants, including preservation of corporate existence, compliance with laws, payment of taxes, maintenance of insurance, keeping of books and ledger, maintenance of properties, certain environmental matters and granting additional collateral and guarantees, and negative covenants, including limitations on incurring

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indebtedness, granting liens, making investments, selling assets, making payments, fundamental changes, restricting subsidiary distributions, amending constituent documents, transacting with affiliates or engaging in speculative transactions. The events of default under the First Lien Credit Agreement include payment defaults, breaches of covenants, cross defaults on certain other indebtedness, bankruptcy events, certain enforcement proceedings, certain ERISA events or failure of certain documents entered into in connection with the Revolving Facility to be valid and binding.

On October 27, 2004, Amkor also entered into Amendment No. 1 to Pledge and Security Agreement with Guardian, Unitive, Unitive Electronics and CNAI, as Administrative Agent, which amendment amends the Pledge and Security Agreement, dated as of June 29, 2004, among Amkor, Guardian and CNAI, as Administrative Agent (as amended, the “First Lien Pledge and Security Agreement”). Pursuant to the First Lien Pledge and Security Agreement, Amkor’s obligations under the First Lien Credit Agreement are secured by a first 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 estate. In addition, on October 27, 2004, Unitive and Unitive Electronics entered into a Guaranty Supplement to the Guaranty, dated as of June 29, 2004, by Guardian, in favor of CNAI as Administrative Agent, whereby each subsidiary thereto guaranteed Amkor’s obligations under the First Lien Credit Agreement.

On October 27, 2004, Amkor also entered into an Intercreditor Agreement with CNAI, as Administrative Agent under the First Lien Credit Agreement, CNAI, as Collateral Agent under the First Lien Credit Agreement, CNAI, as Administrative Agent and as Collateral Agent under the Second Lien Credit Agreement, Guardian, Unitive and Unitive Electronics (the “Intercreditor Agreement”). The Intercreditor Agreement provides for, among other things, the subordination of the liens granted under the Second Lien Credit Agreement and the Second Lien Pledge and Security Agreement.

The Second Lien Credit Agreement, Second Lien Pledge and Security Agreement, Subsidiary Guaranty, Amendment No. 1 to First Lien Credit Agreement, Amendment No. 1 to First Lien Pledge and Security Agreement, Guaranty Supplement and Intercreditor Agreement, each containing a complete listing of definitions and provisions, are included herein as exhibits. The First Lien Credit Agreement and First Lien Pledge and Security Agreement, each as initially entered into on June 29, 2004, were previously filed with the Securities and Exchange Commission on Form 8-K on July 9, 2004.

Amkor’s October 27, 2004 press release, which includes a summary of the key terms and provisions of the Revolving Facility, is also included herein as Exhibit 99.1.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

See disclosure under Item 1.01 above, which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

- 10.1 Second Lien Credit Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., as Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent and as Collateral Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Syndication Agent, JPMorgan Chase Bank, as Documentation Agent, Citigroup Global Markets Inc., as Sole Lead Arranger and Citigroup Global Markets Inc., Merrill Lynch Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities Inc., as Joint Bookrunners.
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- 10.2 Second Lien Pledge and Security Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Collateral Agent.
 - 10.3 Subsidiary Guaranty, dated as of October 27, 2004, by Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
 - 10.4 Amendment No. 1 to Credit Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., the Lenders party thereto and Citicorp North America, Inc., as Administrative Agent.
 - 10.5 Amendment No. 1 to Pledge and Security Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
 - 10.6 Guaranty Supplement, dated as of October 27, 2004, by Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
 - 10.7 Intercreditor Agreement, dated as of October 27, 2004, among Citicorp North America, Inc., as Administrative Agent and Collateral Agent for the Senior Parties, Citicorp North America, Inc., as Administrative Agent for the Junior Parties, Citicorp North America, Inc., as Collateral Agent for the Junior Parties, Amkor Technology, Inc., Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc.
 - 99.1 Text of Press Release dated October 27, 2004.
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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: November 2, 2004

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Lien Credit Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., as Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent and as Collateral Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Syndication Agent, JPMorgan Chase Bank, as Documentation Agent, Citigroup Global Markets Inc., as Sole Lead Arranger and Citigroup Global Markets Inc., Merrill Lynch Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities Inc., as Joint Bookrunners.
10.2	Second Lien Pledge and Security Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Collateral Agent.
10.3	Subsidiary Guaranty, dated as of October 27, 2004, by Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
10.4	Amendment No. 1 to Credit Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., the Lenders party thereto and Citicorp North America, Inc., as Administrative Agent.
10.5	Amendment No. 1 to Pledge and Security Agreement, dated as of October 27, 2004, among Amkor Technology, Inc., Guardian Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
10.6	Guaranty Supplement, dated as of October 27, 2004, by Unitive, Inc. and Unitive Electronics, Inc., in favor of Citicorp North America, Inc., as Administrative Agent.
10.7	Intercreditor Agreement, dated as of October 27, 2004, among Citicorp North America, Inc., as Administrative Agent and Collateral Agent for the Senior Parties, Citicorp North America, Inc., as Administrative Agent for the Junior Parties, Citicorp North America, Inc., as Collateral Agent for the Junior Parties, Amkor Technology, Inc., Guardia Assets, Inc., Unitive, Inc. and Unitive Electronics, Inc.
99.1	Text of Press Release dated October 27, 2004.

\$300,000,000

SECOND LIEN CREDIT AGREEMENT

DATED AS OF OCTOBER 27, 2004

AMONG

AMKOR TECHNOLOGY, INC.
AS BORROWER

THE LENDERS PARTY HERETO

CITICORP NORTH AMERICA, INC.
AS ADMINISTRATIVE AGENT AND AS COLLATERAL AGENT

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED
AS SYNDICATION AGENT

JPMORGAN CHASE
BANK
AS DOCUMENTATION AGENT

CITIGROUP GLOBAL MARKETS INC.
AS SOLE LEAD ARRANGER

AND

CITIGROUP GLOBAL
MARKETS INC.

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED
AS JOINT BOOKRUNNERS

J.P. MORGAN
SECURITIES INC.

SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

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AMKOR TECHNOLOGY, INC.

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SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

CREDIT AGREEMENT, dated as of October 27, 2004 (this "Agreement"), among AMKOR TECHNOLOGY, INC., a Delaware corporation (the "Borrower"), the Lenders (as defined below), CITICORP NORTH AMERICA, INC. ("CNAI"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), MERRILL LYNCH, PIERCE, FENNER & SMITH INC. ("Merrill Lynch"), in its capacity as syndication agent for the Lenders (in such capacity, the "Syndication Agent") JPMORGAN CHASE BANK, in its capacity as documentation agent (in such capacity, the "Documentation Agent", and collectively with the Administrative Agent, the Collateral Agent and the Syndication Agent, the "Agents"), CITIGROUP GLOBAL MARKETS INC. ("CGMI"), as sole lead arranger (in such capacity, the "Lead Arranger"), and CGMI, MERRILL LYNCH and J.P. MORGAN SECURITIES INC. as joint bookrunners.

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Lenders make available for the purposes specified in this Agreement, a term loan facility; and

WHEREAS, the Lenders are willing to make available to the Borrower such term loan facility upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS, INTERPRETATION AND ACCOUNTING TERMS

SECTION 1.1 DEFINED TERMS.

As used in this Agreement, the following terms have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"5% Convertible Subordinated Notes Indenture" means that certain indenture, dated as of March 22, 2000, between the Borrower and U.S. Bank National Association (formerly State Street Bank and Trust Company), as trustee, as amended or supplemented from time to time in accordance herewith, relating to the Borrower's 5% Convertible Subordinated Notes due 2007.

"5.75% Convertible Subordinated Notes Indenture" means that certain indenture, dated as of May 25, 2001, between the Borrower and U.S. Bank National Association (formerly State Street Bank and Trust Company), as trustee, as amended or supplemented from time to time in accordance herewith, relating to the Borrower's 5.75% Convertible Subordinated Notes due 2006.

"7-1/8% Senior Notes Indenture" means that certain indenture, dated as of March 12, 2004, between the Borrower and Wells Fargo Bank, N.A., as trustee, as amended or supplemented from time to time in accordance herewith, relating to the Borrower's 7-1/8% Senior Notes due March 15, 2011.

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SECOND LIEN CREDIT AGREEMENT AMKOR TECHNOLOGY, INC.

"7.75% Senior Notes Indenture" means that certain indenture, dated as of May 8, 2003, between the Borrower and U.S. Bank National Association (formerly State Street Bank and Trust Company), as trustee, as amended or supplemented from time to time in accordance herewith, relating to the Borrower's 7.75% Senior Notes due May 15, 2013.

"9-1/4% Senior Notes Indenture" means that certain indenture, dated as of February 20, 2001, between the Borrower and U.S. Bank National Association (formerly State Street Bank and Trust Company), as trustee, as amended or supplemented from time to time in accordance herewith, relating to the Borrower's 9-1/4% Senior Notes due February 15, 2008.

"Acquired Debt" means, with respect to any specified Person, (a) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person, and (b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided, that beneficial ownership of 10% or more, or an agreement, obligation or option to purchase 10% or more, of the Voting Stock of a Person shall be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"Agent Affiliate" has the meaning specified in Section 7.3 (Posting of Approved Electronic Communications).

"Applicable Margin" means, with respect to (a) the Term Loan as long as it is maintained as a Eurodollar Rate Loan, a rate equal to 4.50% per annum and (b) any Obligation (including the Term Loan to the extent provided in Section 2.10 (Special Provisions Governing Eurodollar Rate Loans)) accruing interest at the Base Rate, a rate equal to 3.50% per annum.

"Applicable Prepayment Premium" means, with respect to any prepayment of the Term Loan made pursuant to Section 2.5 (Optional Prepayments), a fee calculated as a percentage of the principal amount of the Term Loan so prepaid corresponding to the period following the Closing Date in which such prepayment is made as follows:

PERIOD -----	APPLICABLE PREPAYMENT PREMIUM -----
On or after the second anniversary of the Closing Date and prior to the third anniversary of the Closing Date:	3.00%.
On or after the third anniversary of the Closing Date and prior to the fourth anniversary of the Closing Date:	2.00%

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SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

On or after the fourth anniversary of the Closing Date and prior to the fifth anniversary of the Closing Date:	1.00%
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On or after the fifth anniversary of the Closing Date:	0.00%
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"Approved Electronic Communications" means each notice, demand, communication, information, document and other material that any Loan Party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein, including (a) any supplement to the Subsidiary Guaranty, any joinder to the Pledge and Security Agreement and any other written Contractual Obligation delivered or required to be delivered in respect of any Loan Document or the transactions contemplated therein and (b) any financial statement, financial and other report, notice, request, certificate and other information material; provided, however, that, "Approved Electronic Communication" shall exclude (x) any Notice of Borrowing, (ii) any notice pursuant to Section 2.5 (Optional Prepayments) and Section 2.6 (Mandatory Prepayments) and any other notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor, (iii) all notices of any Default or Event of Default and (iv) any notice, demand, communication, information, document and other material required to be delivered to satisfy any of the conditions set forth in Article III (Conditions to the Term Loan) or any other condition to Borrowing.

"Approved Electronic Platform" has the meaning specified in Section 7.3 (Posting of Approved Electronic Communications).

"Approved Fund" means any Fund that is advised or managed by (a) a

Lender, (b) an Affiliate of a Lender or (c) an entity or Affiliate of an entity that administers, advises or manages a Lender.

"Asset Purchase Agreement" means that certain Asset Purchase Agreement dated as of December 30, 1998, between the Borrower and Anam Semiconductor, Inc., as the same may be extended or renewed from time to time without alteration of the material terms thereof.

"Asset Sale" has the meaning specified in Section 5.8 (Asset Sales).

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of Exhibit A (Form of Assignment and Acceptance).

"AT Korea" means Amkor Technology Korea, Inc., an indirect wholly-owned Subsidiary of the Borrower.

"AT Korea Bonds" means \$385,000,000 of bonds issued by AT Korea to the Borrower on May 11, 1999 and \$625,000,000 of bonds issued by AT Korea to the Borrower on May 2, 2000 of which \$385,000,000 and \$425,000,000, respectively, is outstanding as of the Closing Date.

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SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

"Attributable Debt" means, in respect of a sale and leaseback transaction involving an operating lease, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

"Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"Base Rate" means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall be equal at all times to the highest of the following: (a) the rate of interest announced publicly by Citibank in New York, New York, from time to time, as Citibank's base rate; (b) the sum (adjusted to the nearest 0.25% or, if there is no nearest 0.25%, to the next higher 0.25%) of (i) 0.5% per annum, (ii) the rate per annum obtained by dividing (A) the latest three-week moving average of secondary market morning offering rates in the United States for three-month certificates of deposit of major United States money market banks, such three-week moving average being determined weekly on each Monday (or, if any such day is not a Business Day, on the next succeeding Business Day) for the three-week period ending on the previous Friday by Citibank on the basis of such rates reported by certificate of deposit dealers to and published by the Federal Reserve Bank of New York or, if such publication shall be suspended or terminated, on the basis of quotations for such rates received by Citibank from three New York certificate of deposit dealers of recognized standing selected by Citibank, by (B) a percentage equal to 100% minus the average of the daily percentages specified during such three-week period by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) for Citibank in respect of liabilities consisting of or including (among other liabilities) three-month U.S. dollar nonpersonal time deposits in the United States and (iii) the average during such three-week period of the maximum annual assessment rates estimated by Citibank for determining the then current annual assessment payable by Citibank to the Federal Deposit Insurance Corporation (or any successor) for insuring Dollar deposits in the United States; and (c) 0.5% per annum plus the Federal Funds Rate.

"Base Rate Loan" means the Term Loan during any period in which it bears interest based on the Base Rate pursuant to Section 2.10(b) (Special Provisions Governing Eurodollar Rate Loans).

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the

beneficial ownership of any particular "person" (as such term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition.

"Board of Directors" means the board of directors of the Borrower, or any authorized committee of such board of directors.

"Borrowing" means each borrowing of the Term Loan advanced on the Closing Date by the Lenders, ratably according to their respective Commitments.

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"Business Day" means a day of the year on which banks are not required or authorized to close in New York City and, if the applicable Business Day relates to notices, determinations, fundings and payments in connection with the Eurodollar Rate or any Eurodollar Rate Loans, a day on which dealings in Dollar deposits are also carried on in the London interbank market.

"Cayman Share Mortgage" means the mortgage in respect of shares in Amkor International Holdings dated as of October , 2004, between Guardian Assets, Inc. and CNAI.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means (i) United States dollars or currency of any other sovereign nation in which the Borrower or any Restricted Subsidiary conducts business, (ii) securities issued or directly and fully guaranteed or insured by the full faith and credit of the United States government or any agency or instrumentality thereof having maturities of not more than twelve months from the date of acquisition, (iii) certificates of deposit and eurodollar time deposits with maturities of twelve months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and overnight bank deposits, in each case with (a) any domestic commercial bank having capital and surplus in excess of \$500,000,000 and a Fitch Individual Rating (formerly Thompson Bank Watch Rating) of "B" or better, or (b) any commercial bank organized under the laws of any foreign country recognized by the United States having capital and surplus in excess of \$500,000,000 (or the foreign currency equivalent thereof) and a Fitch Individual Rating (formerly Thompson Bank Watch Rating) of "B" or better, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (ii) and (iii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above, (v) commercial paper having the highest rating obtainable from either Moody's Investors Service, Inc. or Standard & Poor's Corporation and, in each case, maturing within six months after the date of acquisition, and (vi) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (i) through (v) of this definition, provided that the currency of any sovereign nation other than the United States and certificates of deposit, eurodollar time deposits, bankers' acceptances and overnight bank deposits with any commercial bank organized under the laws of a foreign country shall not be considered "Cash Equivalents" for purposes of determining whether an Asset Sale is permitted pursuant to Section 5.8 (Asset Sales).

"Change of Control" means the occurrence of any of the following: (i) the adoption of a plan relating to the liquidation or dissolution of the Borrower, (ii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person,

other than a Permitted Holder, becomes the Beneficial Owner, directly or indirectly, of more than 35% of the Voting Stock of the Borrower, measured by voting power rather than number of shares, and such percentage represents more than the aggregate

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percentage of the Voting Stock of the Borrower, measured by voting power rather than number of shares, as to which any Permitted Holder is the Beneficial Owner, or (iii) the first date during any consecutive two year period on which a majority of the members of the Board of Directors of the Borrower are not Continuing Directors. For purposes of this definition, any transfer of an Equity Interest of an entity that was formed for the purpose of acquiring Voting Stock of the Borrower will be deemed to be a transfer of such portion of Voting Stock as corresponds to the portion of the equity of such entity that has been so transferred.

"Citibank" means Citibank, N.A., a national banking association.

"Closing Date" means the date on which the Term Loan is made.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" means all property and interests in property and proceeds thereof now owned or hereafter acquired by any Loan Party in or upon which a Lien is granted under any Collateral Document.

"Collateral Documents" means the Pledge and Security Agreement, Cayman Share Mortgage, the Mortgages, the Korean Collateral Documents, the Intercreditor Agreement and any other document executed and delivered by a Loan Party granting or perfecting a Lien on any of its property to secure payment of the Secured Obligations.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I (Commitments) under the caption "Term Loan Commitment", as amended to reflect each Assignment and Acceptance executed by such Lender and as such amount may be reduced pursuant to this Agreement.

"Commodity Account" has the meaning given to such term in the UCC.

"Consolidated" means, with respect to any Person, the consolidation of accounts of such Person and its Subsidiaries in accordance with GAAP.

"Consolidated Cash Flow" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period, plus (i) an amount equal to any extraordinary loss plus any net loss realized in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income, plus (ii) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income, plus (iii) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments, if any, pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income, plus (iv) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-

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cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income, plus (v) non-cash items (other than any non-cash items that will require cash payments in the future or that relate to foreign currency translation) decreasing such Consolidated Net Income for such period, other than items that were accrued in the ordinary course of business, in each case, on a consolidated basis and determined in accordance with GAAP, minus (vi) non-cash items (other than any non-cash items that will require cash payments in the future or that relate to foreign currency translation) increasing such Consolidated Net Income for such period, other than items that were accrued in the ordinary course of business, in each case, on a consolidated basis and determined in accordance with GAAP. Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash charges of, a Restricted Subsidiary of the Borrower shall be added to Consolidated Net Income to compute Consolidated Cash Flow of the Borrower only to the extent that a corresponding amount would be permitted at the date of determination to be dividended to the Borrower by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of (i) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments, if any, pursuant to Hedging Obligations, plus (ii) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period, plus (iii) interest actually paid by the Borrower or any Restricted Subsidiary under any Guarantee of Indebtedness of another Person, plus (iv) the product of all dividend payments, whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividend payments on Equity Interests payable solely in Equity Interests of the Borrower (other than Disqualified Stock) or to the Borrower or a Restricted Subsidiary of the Borrower.

"Consolidated Interest Expense Coverage Ratio" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person and its Restricted Subsidiaries for such period to the Consolidated Interest Expense of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees or redeems any Indebtedness (other than revolving credit borrowings) or issues or redeems preferred stock subsequent to the commencement of the period for which the Consolidated Interest Expense Coverage Ratio is being calculated but prior to the date on which the event for which the calculation of the Consolidated Interest Expense Coverage Ratio is made (the "Calculation Date"), then the Consolidated Interest Expense Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee or redemption of Indebtedness, or such issuance or redemption of preferred stock, as if the same had occurred at the beginning of the applicable four-quarter reference period. In addition, for purposes of

calculating the Consolidated Interest Expense Coverage Ratio: (i) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be deemed to have occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated without giving effect to clause (iii) of the proviso set forth in the definition

of Consolidated Net Income, (ii) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, and (iii) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date.

"Consolidated Net Assets" means, with respect to any specified Person as of any date, the total assets of such Person as of such date less (i) the total liabilities of such Person as of such date, (ii) the amount of any Disqualified Stock as of such date and (iii) any minority interests reflected on the balance sheet of such Person as of such date.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided, that: (i) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Restricted Subsidiary thereof, (ii) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (iii) the Net Income (but not loss) of any Unrestricted Subsidiary shall be excluded, whether or not distributed to the specified Person or one of its Subsidiaries, and (iv) the cumulative effect of a change in accounting principles shall be excluded.

"Constituent Documents" means, with respect to any Person, (a) the articles of incorporation, certificate of incorporation, constitution or certificate of formation (or the equivalent organizational documents) of such Person, (b) the by-laws, operating agreement (or the equivalent governing documents) of such Person and (c) any document setting forth the manner of election and duties of the directors or managing members of such Person (if any) and the designation, amount or relative rights, limitations and preferences of any class or series of such Person's Capital Stock.

"Contaminant" means any material, substance or waste that is classified, regulated or otherwise characterized under any Environmental Law as hazardous, toxic, a contaminant or a pollutant or by other words of similar meaning or regulatory effect, including any petroleum or petroleum-derived substance or waste, asbestos and polychlorinated biphenyls.

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"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Borrower who (i) was a member of such Board of Directors on the date of this Agreement or (ii) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"Contractual Obligation" of any Person means any obligation, agreement, undertaking or similar provision of any Security issued by such Person or of any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument (excluding a Loan Document) to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject.

"Convertible Subordinated Notes" means the Borrower's 5.75% Convertible Subordinated Notes due 2006 issued pursuant to the 5.75% Convertible Subordinated Notes Indenture and the Borrower's 5% Convertible Subordinated Notes due 2007 issued pursuant to the 5% Convertible Subordinated Notes Indenture.

"Credit Facilities" means, with respect to the Borrower or any Subsidiary, one or more debt facilities or commercial paper facilities with banks or other institutional lenders providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time, including the First Lien Credit Agreement.

"Default" means any event that, with the passing of time or the giving of notice or both, would become an Event of Default.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the Maturity Date. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Borrower to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the Borrower may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 5.5 (Restricted Payments).

"Dollars" and the sign "\$" each mean the lawful money of the United States of America.

"Domestic Person" means any "United States person" under and as defined in Section 7701(a)(30) of the Code.

"Domestic Subsidiary" means a Restricted Subsidiary that is (i) formed under the laws of the United States of America or a state or territory thereof or (ii) as of the date of determination, treated as a domestic entity or a partnership or a division of a domestic entity for

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United States federal income tax purposes; and, in either case, is not owned, directly or indirectly, by an entity that is not described in clauses (i) or (ii) above.

"Eligible Assignee" means (a) a Lender or an Affiliate or Approved Fund of any Lender, (b) a commercial bank having total assets in excess of \$5,000,000,000, (c) a finance company, insurance company or any other financial institution or Fund, in each case reasonably acceptable to the Administrative Agent and regularly engaged in making, purchasing or investing in loans and having a net worth, determined in accordance with GAAP, in excess of \$250,000,000 (or, to the extent net worth is less than such amount, a finance company, insurance company, other financial institution or Fund, reasonably acceptable to the Administrative Agent and the Borrower) or (d) a savings and loan association or savings bank organized under the laws of the United States or any State thereof having a net worth, determined in accordance with GAAP, in excess of \$250,000,000.

"Environmental Laws" means all applicable Requirements of Law now or hereafter in effect and as amended or supplemented from time to time, relating to pollution or the regulation and protection of human or animal health, safety, the environment or natural resources, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); the Hazardous Material Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. Section 136 et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.); the Toxic Substance Control Act, as amended (15 U.S.C. Section 2601 et seq.); the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651 et seq.); the Safe Drinking Water

Act, as amended (42 U.S.C. Section 300f et seq.); and each of their state and local counterparts or equivalents and any transfer of ownership notification or approval statute, including the Industrial Site Recovery Act (N.J. Stat. Ann. Section 13:1K-6 et seq.).

"Environmental Liabilities and Costs" means, with respect to any Person, all liabilities, obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any other Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute and whether arising under any Environmental Law, Permit, order or agreement with any Governmental Authority or other Person, in each case relating to any environmental, health or safety condition or to any Release or threatened Release and resulting from the past, present or future operations of, or ownership of property by, such Person or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" means the United States Employee Retirement Income Security Act of 1974.

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"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control or treated as a single employer with the Borrower or any of its Subsidiaries within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" means (a) a reportable event described in Section 4043(b) or 4043(c)(1), (2), (3), (5), (6), (8) or (9) of ERISA with respect to a Title IV Plan or a Multiemployer Plan, (b) the withdrawal of the Borrower, any of its Subsidiaries or any ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA, (c) the complete or partial withdrawal of the Borrower, any of its Subsidiaries or any ERISA Affiliate from any Multiemployer Plan, (d) notice of reorganization or insolvency of a Multiemployer Plan, (e) the filing of a notice of intent to terminate a Title IV Plan or the treatment of a plan amendment as a termination under Section 4041 of ERISA, (f) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC, (g) the failure to make any required contribution to a Title IV Plan or Multiemployer Plan, (h) the imposition of a lien under Section 412 of the Code or Section 302 of ERISA on the Borrower or any of its Subsidiaries or any ERISA Affiliate or (i) any other event or condition that might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA.

"Eurocurrency Liabilities" has the meaning assigned to that term in Regulation D of the Federal Reserve Board.

"Eurodollar Base Rate" means, with respect to any Interest Period for any Eurodollar Rate Loan, the rate determined by the Administrative Agent to be the offered rate for deposits in Dollars for the applicable Interest Period appearing on the Dow Jones Markets Telerate Page 3750 as of 11:00 a.m., London time, on the second full Business Day next preceding the first day of each Interest Period. In the event that such rate does not appear on the Dow Jones Markets Telerate Page 3750 (or otherwise on the Dow Jones Markets screen), the Eurodollar Base Rate for the purposes of this definition shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent.

"Eurodollar Rate" means, with respect to any Interest Period for any Eurodollar Rate Loan, an interest rate per annum equal to the rate per annum obtained by dividing (a) the Eurodollar Base Rate by (b) (i) a percentage equal to 100% minus (ii) the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the Eurodollar Rate is determined) having a term equal to such Interest Period.

"Eurodollar Rate Loan" means the Term Loan during any Interest Period that it bears interest based on the Eurodollar Rate.

"Event of Default" has the meaning specified in Section 6.1 (Events of Default).

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"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary in respect of which either (a) the pledge of all of the Capital Stock of such Subsidiary as Collateral to secure payment of the Obligations of the Borrower or (b) the guaranteeing by such Subsidiary of the Obligations of the Borrower, would, in the good faith judgment of the Borrower based on an analysis reasonably satisfactory to the Administrative Agent, result in materially adverse tax consequences to the Loan Parties and their Subsidiaries, taken as a whole.

"Existing Indebtedness" means Indebtedness of the Borrower and its Restricted Subsidiaries in existence on the date of this Agreement, until such amounts are repaid.

"Excluded Taxes" has the meaning specified in Section 2.12 (Taxes).

"Facility" means the Commitments and the provisions herein related to the Term Loan.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Federal Reserve Board" means the Board of Governors of the United States Federal Reserve System, or any successor thereto.

"Fee Letter" shall mean the letter dated as of October , 2004, addressed to the Borrower from CNAI and the Lead Arranger and accepted by the Borrower on October , 2004, with respect to certain fees to be paid from time to time to CNAI and the Lead Arranger.

"First Lien Agent" means the Administrative Agent as defined in the First Lien Credit Agreement, and its successors an assigns.

"First Lien Credit Agreement" means the Credit Agreement dated as of June 29, 2004, as amended on the Closing Date and as may be further amended, supplemented or otherwise modified from time to time in accordance herewith and with the other Loan Documents, among the Borrower, the lenders and issuers party thereto, CGMI, as sole lead arranger and sole bookrunner, CNAI, as administrative agent, JPMorgan Chase Bank, as syndication agent, Merrill Lynch, as documentation agent, and J.P. Morgan Securities Inc. and Merrill Lynch, as arrangers.

"Foreign Subsidiary" means a Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Foundry Agreement" means that certain Foundry Agreement dated as of January 1, 1998, among the Borrower, its predecessor company (Amkor Electronics, Inc.), Amkor Technology Limited (f/k/a C.I.L. Limited), Anam Semiconductor, Inc. and Anam USA, Inc., as

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the same may be extended or renewed from time to time without alteration of the material terms thereof.

"Fund" means any Person (other than a natural Person) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"Governmental Authority" means any nation, sovereign or government, any state or other political subdivision thereof and any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any central bank or stock exchange.

"Guarantee" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"Hedging Obligations" means, with respect to any Person, the Obligations of such Person under (i) swap agreements, cap agreements and collar agreements relating to interest rates, commodities or currencies; and (ii) other agreements or arrangements designed to protect such Person against fluctuations in interest rates, commodities or currencies

"Indebtedness" means, with respect to any Person, any indebtedness of such Person, whether or not contingent, in respect of (i) borrowed money, (ii) bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof), (iii) banker's acceptances, (iv) Capital Lease Obligations, (v) the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable, or (vi) Hedging Obligations, if and to the extent any of such indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability on a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person measured as the lesser of the fair market value of the assets of such Person so secured or the amount of such Indebtedness) and, to the extent not otherwise included, the Guarantee by such Person of any indebtedness of any other Person. The amount of any Indebtedness outstanding as of any date shall be the accreted value thereof, in the case of any Indebtedness issued with original issue discount. In addition, the amount of any Indebtedness shall also include the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Restricted Subsidiary of the Borrower, any preferred stock of such Restricted Subsidiary.

"Indemnified Matter" has the meaning specified in Section 8.4 (Indemnities).

"Indemnitee" has the meaning specified in Section 8.4 (Indemnities).

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"Indentures" means the (i) the 9-1/4% Senior Notes Indenture, (ii) the 7-1/8% Senior Notes Indenture, (iii) the 7.75% Senior Notes Indenture, (iv) the Senior Subordinated Notes Indenture, (v) the 5% Convertible Subordinated Notes Indenture, (vi) the 5.75% Convertible Subordinated Notes Indenture, and (vii) and any other indenture governing the terms of Indebtedness incurred or issued in accordance with this Agreement.

"Intercreditor Agreement" means, collectively, the intercreditor agreement, substantially in the form of Exhibit G (Form of Intercreditor Agreement) executed by the Administrative Agent, the Collateral Agent, the First Lien Agent, the Borrower and each Subsidiary Guarantor and each other intercreditor agreement entered into from time to time by such parties pursuant to Section 5.10 (Liens).

"Intellectual Property Rights Licensing Agreement" means that certain Intellectual Property Rights Licensing Agreement to be entered into by and between the Borrower and Anam Semiconductor, Inc. in connection with the Asset Purchase Agreement, as the same may be extended or renewed from time to time without alteration of the material terms thereof.

"Interest Period" means, in the case of any Eurodollar Rate Loan, (a) initially, the period commencing on the Closing Date and ending seven days following the Closing Date, (b) then with respect to the following three successive Interest Periods, each period commencing on the last day of the immediately preceding Interest Period and ending seven days thereafter, and (c) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending three months thereafter; provided, however, that (i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless the result of such extension would be to extend such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Business Day; and (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of direct or indirect loans (including Guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Borrower or any Restricted Subsidiary of the Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Borrower, the Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in Section 5.5 (Restricted Payments).

"IRS" means the Internal Revenue Service of the United States or any successor thereto.

"Korean Collateral Documents" means (a) the Korean law securities Pledge Agreement dated as of October 27, 2004, among the Borrower, the Collateral Agent and Guardian

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Assets, Inc. granting a Lien on the AT Korea Bonds in favor of the Collateral Agent and the First Lien Agent and (b) each guarantee of the AT Korea Bonds executed by any Subsidiary of the Borrower from time to time.

"Land" of any Person means all of those plots, pieces or parcels of land now owned, leased or hereafter acquired or leased or purported to be owned, leased or hereafter acquired or leased (including, in respect of the Loan Parties, as reflected in the most recent Financial Statements) by such Person.

"Leases" means, with respect to any Person, all of those leasehold estates in real property of such Person, as lessee, as such may be amended, supplemented or otherwise modified from time to time.

"Lender" means each financial institution or other entity that (a) is listed on the signature pages hereof as a "Lender" or (b) from time to time becomes a party hereto by execution of an Assignment and Acceptance.

"Lending Office" means, with respect to any Lender, the office of such Lender specified as its "Lending Office" opposite its name on Schedule II (Lending Offices and Addresses for Notices) or on the Assignment and Acceptance by which it became a Lender or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, fixed or floating charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof; provided that the term "Lien" shall not include any lease properly classified as an operating lease in accordance with GAAP.

"Loan Documents" means, collectively, this Agreement, the Notes (if any), the Subsidiary Guaranty, the Fee Letter, the Collateral Documents and each certificate, agreement or document executed by a Loan Party and delivered to the Administrative Agent, the Collateral Agent, or any Lender in connection with or pursuant to any of the foregoing.

"Loan Party" means each of the Borrower, each Subsidiary Guarantor and each other Subsidiary of the Borrower that executes and delivers a Loan Document.

"Material Adverse Change" means any material adverse change in the business, assets, properties, liabilities (actual and contingent), condition (financial or otherwise), operations or prospects of the Borrower and its Subsidiaries, taken as a whole.

"Material Adverse Effect" means a material adverse effect on (a) the condition (financial or otherwise), results of operations, business or prospects of the Borrower and its Subsidiaries taken as a whole, (b) the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document or (c) the ability of any Loan Party to perform its Obligations under any Loan Document to which it is or is to be a party.

"Maturity Date" means the sixth anniversary of the Closing Date.

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"Mortgages" means the mortgages, deeds of trust or other real estate security documents made or required herein to be made by the Borrower or any other Loan Party, each in form and substance satisfactory to the Administrative Agent.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Borrower, any of its Subsidiaries or any ERISA Affiliate has any obligation or liability, contingent or otherwise.

"Net Income" means, with respect to any Person, the net income (or loss) of such Person and its Restricted Subsidiaries, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however: (i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (a) any Asset Sale or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries, (ii) any extraordinary gain (but

not loss), together with any related provision for taxes on such extraordinary gain (but not loss), (iii) any gain or loss relating to foreign currency translation or exchange, and (iv) any income or loss related to any discontinued operation.

"Net Proceeds" means the aggregate cash proceeds received by the Borrower or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof, in each case after taking into account any available tax credits or deductions and any tax sharing arrangements and amounts required to be applied to the repayment of Indebtedness, other than Permitted Bank Debt, secured by a Lien on the asset or assets that were the subject of such Asset Sale.

"Non-Funding Lender" has the meaning specified in Section 2.2(d) (Borrowing Procedure).

"Non-Recourse Debt" means Indebtedness (i) as to which neither the Borrower nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any obligation that would constitute Indebtedness), or (b) is directly or indirectly liable as a guarantor or otherwise, other than in the form of a Lien on the Equity Interests of an Unrestricted Subsidiary held by the Borrower or any Restricted Subsidiary in favor of any holder of Non-Recourse Debt of such Unrestricted Subsidiary, (ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit, upon notice, lapse of time or both, any holder of any other Indebtedness (other than the Term Loan) of the Borrower or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity, and (iii) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Borrower or any of its Restricted Subsidiaries (other than against the Equity Interests of such Unrestricted Subsidiary, if any).

"Non-U.S. Lender" means each Lender (or the Administrative Agent or the Collateral Agent) that is a Non-U.S. Person.

"Non-U.S. Person" means any Person that is not a Domestic Person.

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"Note" means a promissory note of the Borrower payable to the order of any Lender in a principal amount equal to the amount of such Lender's Commitment evidencing the Indebtedness of the Borrower to such Lender resulting from the Term Loan owing to such Lender.

"Notice of Borrowing" means a notice substantially in the form of Exhibit C (Form of Notice of Borrowing).

"Obligations" means the Term Loan and all other amounts, obligations, covenants and duties owing by the Borrower to the Administrative Agent, the Collateral Agent, any Lender, any Affiliate of any of them or any Indemnitee, of every type and description (whether by reason of an extension of credit, loan, guaranty, indemnification, present or future, arising under this Agreement, any other Loan Document, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and whether or not evidenced by any note, guaranty or other instrument or for the payment of money, including all fees, interest, charges, expenses, attorneys' fees and disbursements, and other sums chargeable to the Borrower under this Agreement or any other Loan Document.

"Officer" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Borrower by two Officers of the Borrower, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Borrower, in form and substance satisfactory to the Administrative Agent.

"Other Taxes" has the meaning specified in Section 2.15(b) (Taxes).

"Permit" means any permit, approval, authorization, license, variance or permission required from a Governmental Authority under an applicable Requirement of Law.

"Permitted Bank Debt" means Indebtedness incurred by the Borrower or any Restricted Subsidiary other than a Foreign Subsidiary pursuant to the Credit Facilities, any Receivables Program, any indenture, or one or more other term loan and/or revolving credit or commercial paper facilities (including any letter of credit subfacilities) entered into with commercial banks and/or institutional lenders, and any replacement, extension, renewal, refinancing or refunding thereof, but excluding the Obligations.

"Permitted Business" means the business of the Borrower and its Subsidiaries, taken as a whole, operated in a manner consistent with past operations, and any business that is reasonably related thereto or supplements such business or is a reasonable extension thereof.

"Permitted Debt" has the meaning specified in Section 5.7(b) (Incurrence of Indebtedness and Issuance of Preferred Stock).

"Permitted Holder" means each of James J. Kim and his estate, spouse, siblings, ancestors, heirs and lineal descendants, and spouses of any such persons, the legal representatives

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of any of the foregoing, and the trustee of any bona fide trust of which one or more of the foregoing are the principal beneficiaries or the grantors or any other Person that is controlled by any of the foregoing.

"Permitted Investments" means: (i) any Investment in the Borrower or in a Restricted Subsidiary, (ii) any Investment in Cash Equivalents, (iii) any Investment by the Borrower or any Restricted Subsidiary of the Borrower in a Person, if as a result of such Investment or in connection with the transaction pursuant to which such Investment is made (a) such Person becomes a Restricted Subsidiary of the Borrower, or (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or a Restricted Subsidiary of the Borrower, (iv) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 5.8(Asset Sales), (v) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Borrower, (vi) any Investment in connection with Hedging Obligations, (vii) any Investments received (a) in satisfaction of judgments, or (b) as payment on a claim made in connection with any bankruptcy, liquidation, receivership or other insolvency proceeding, (viii) Investments in (a) prepaid expenses and negotiable instruments held for collection, (b) accounts receivable arising in the ordinary course of business (and Investments obtained in exchange or settlement of accounts receivable for which the Borrower or any Restricted Subsidiary has determined that collection is not likely), and (c) lease, utility and worker's compensation, performance and other similar deposits arising in the ordinary course of business, (ix) any Strategic Investment; provided that the aggregate amount of all Investments by the Borrower and any Restricted Subsidiaries in Strategic Investments shall not exceed \$100,000,000, and (x) Investments purchased or received in exchange for Permitted Investments existing as of the Closing Date or made thereafter; provided that any additional consideration provided by the Borrower or any Restricted Subsidiary in such exchange shall not be permitted pursuant to this clause (x); and provided, further, that such purchased or exchanged Investments shall have a fair market value (as determined by an Officer of the Borrower unless such fair market value exceeds \$25,000,000 in which case, as determined by the Board of Directors) equal to or exceeding the Permitted Investments exchanged therefor; provided, further, that, notwithstanding the preceding, any extension of credit or advance by the

Borrower or any of its Subsidiaries to a customer or supplier of the Borrower or its Subsidiaries shall not be a Permitted Investment.

"Permitted Liens" means: (i) Liens on the assets of the Borrower and any Restricted Subsidiary securing Permitted Bank Debt that was permitted by the terms of this Agreement to be incurred and/or securing the Obligations; provided, however, that such Liens securing Permitted Bank Debt shall be "Permitted Liens" pursuant to this clause (i) only if, on the date of incurrence of (x) any Permitted Bank Debt secured by such Liens or (y) any such Lien securing existing Permitted Bank Debt, the outstanding aggregate principal amount of all such Permitted Bank Debt and the Obligations which are secured by such Liens (of any priority), other than Liens referred to in clauses (ii) through (xxi) of this definition, granted by the Borrower and its Restricted Subsidiaries does not exceed, on a pro forma basis after giving effect to such incurrence, the product of 2.25 times the Consolidated Cash Flow for the Borrower's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Permitted Bank Debt or such Lien is incurred, (ii) Liens on the assets of any Foreign Subsidiary securing Indebtedness and other obligations under Indebtedness of such Foreign Subsidiary that were permitted by the terms of this Agreement to be incurred, (iii) Liens in favor of the Borrower or any Restricted Subsidiary, (iv) Liens on property

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of a Person existing at the time such Person is merged with or into or consolidated with the Borrower or any Restricted Subsidiary of the Borrower; provided that such Liens were not incurred in contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Borrower or the Restricted Subsidiary, (v) Liens on property existing at the time of acquisition thereof by the Borrower or any Restricted Subsidiary of the Borrower, provided that such Liens were not incurred in contemplation of such acquisition, (vi) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business, (vii) Liens to secure obligations in respect of Indebtedness (including Capital Lease Obligations) permitted by Section 5.7(b)(iv) covering only the assets acquired with such Indebtedness, including accessions, additions, parts, attachments, improvements, fixtures, leasehold improvements or proceeds, if any, related thereto, (viii) Liens existing on the date of this Agreement other than Permitted Bank Debt and the Obligations, (ix) Liens securing obligations of the Borrower and/or any Restricted Subsidiary in respect of any Receivables Program, (x) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor, (xi) Liens imposed by law or arising by operation of law, including, without limitation, landlords', mechanics', carriers', warehousemen's, materialmen's, suppliers' and vendors' Liens, Liens for master's and crew's wages and other similar Liens, in each case which are incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made with respect thereto, (xii) Liens incurred or pledges and deposits made in the ordinary course of business in connection with workers' compensation and unemployment insurance and other types of social security, (xiii) Liens to secure any extension, renewal, refinancing or refunding (or successive extensions, renewals, refinancings or refundings), in whole or in part, of any Indebtedness secured by Liens referred to in the foregoing clauses (iv), (v), (vii) and (viii) of this definition; provided that such Liens do not extend to any other property of the Borrower or any Restricted Subsidiary of the Borrower and the principal amount of the Indebtedness secured by such Lien is not increased, (xiv) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings that may have been initiated for the review of such judgment, decree or order shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired, (xv) Liens securing obligations of the Borrower under Hedging Obligations permitted by Section 5.7(b)(vii) or any collateral for the Indebtedness to which such Hedging Obligations relate, (xvi) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of banker's acceptances issued or credited for the account of such Person to

facilitate the purchase, shipment or storage of such inventory or goods, (xvii) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof, (xviii) Liens arising out of consignment or similar arrangements for the sale of goods in the ordinary course of business, (xvix) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods, (xx) Liens securing other Indebtedness not exceeding \$10,000,000 at any time outstanding, (xxi) Liens securing Permitted Refinancing Indebtedness, provided that such Liens do not extend to any other property of the Borrower or any Restricted Subsidiary of the Borrower and the principal amount of such Indebtedness secured by such Lien is not increased, and (xxii) Liens on the Equity Interests of Unrestricted Subsidiaries securing obligations of Unrestricted Subsidiaries not otherwise prohibited by this Agreement.

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"Permitted Refinancing Indebtedness" means any Indebtedness of the Borrower or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Borrower or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided, that: (i) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus accrued interest or premium (including any make-whole premium), if any, on the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), (ii) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; provided, that if the original maturity date of such Indebtedness is after the Maturity Date, then such Permitted Refinancing Indebtedness shall have a maturity at least 180 days after the Maturity Date, (iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Term Loan, such Permitted Refinancing Indebtedness has a final maturity date later than the Maturity Date and is subordinated in right of payment to the Term Loan on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded, and (iv) such Indebtedness is incurred either by the Borrower or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, estate, trust, limited liability company, unincorporated association, joint venture or other entity or a Governmental Authority.

"Pledge and Security Agreement" means an agreement, in substantially the form of Exhibit F (Form of Pledge and Security Agreement), executed by the Borrower and each Subsidiary Guarantor.

"Pledged Debt Instruments" has the meaning specified in the Pledge and Security Agreement.

"Pledged Foreign Intercompany Debt " means any Indebtedness of a Foreign Subsidiary which (i) is owed to the Borrower or a Subsidiary Guarantor by such Foreign Subsidiary, (ii) is payable by such Foreign Subsidiary either upon demand or upon acceleration of the Term Loan and (iii) is evidenced by an instrument that is subject to a perfected security interest in favor of the Collateral Agent and/or the Lenders as security for the Secured Obligations, and with respect to which the Administrative Agent shall have received a legal opinion of foreign counsel to the Loan Parties (such counsel to be reasonably acceptable to the Administrative Agent), all of the foregoing to be in form and substance reasonably satisfactory to the Administrative Agent.

"Pledged Stock" has the meaning specified in the Pledge and Security Agreement.

"Purchasing Lender" has the meaning specified in Section 8.7

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"Qualified Proceeds" means any of the following or any combination of the following: (i) any Cash Equivalents other than (a) currency of any sovereign nation other than the United States and (b) certificates of deposit, eurodollar time deposits, bankers' acceptances and overnight bank deposits with any commercial bank organized under the laws of a foreign country, (ii) any liabilities (as would be shown on the Borrower's or such Restricted Subsidiary's balance sheet if prepared in accordance with GAAP on the date of the corresponding Asset Sale), of the Borrower or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Term Loan) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases or indemnifies the Borrower or such Restricted Subsidiary from further liability, (iii) any securities, notes or other obligations received by the Borrower or any such Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted Subsidiary into cash within 90 days after such Asset Sale (to the extent of the cash received in that conversion), (iv) long-term assets that are used or useful in a Permitted Business, and (v) all or substantially all of the assets of, or a majority of the Voting Stock of, any Permitted Business; provided, however, that in the case of clauses (iv) and (v) above, the Asset Sale transaction shall be with a non-Affiliate and the amount of long-term assets or Voting Stock received in the Asset Sale transaction shall not exceed 10% of the consideration received.

"Ratable Portion" or "ratably" (other than in the expression "equally and ratably") means, with respect to any Lender, the percentage obtained by dividing (i) the Commitment of such Lender by (ii) the aggregate Commitments of all Lenders (or, at any time after the Closing Date, the percentage obtained by dividing the principal amount of such Lender's Term Loan by the aggregate Term Loans of all Lenders).

"Real Property" of any Person means the Land of such Person, together with the right, title and interest of such Person, if any, in and to the streets, the Land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, the air space and development rights pertaining to the Land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, all fixtures, all easements now or hereafter benefiting the Land and all royalties and rights appertaining to the use and enjoyment of the Land, including all alley, vault, drainage, mineral, water, oil and gas rights, together with all of the buildings and other improvements now or hereafter erected on the Land and any fixtures appurtenant thereto.

"Receivables Program" means, with respect to any Person, an agreement or other arrangement or program providing for the advance of funds to such Person against the pledge, contribution, sale or other transfer of encumbrances of Receivables Program Assets of such Person or such Person and/or one or more of its Subsidiaries.

"Receivables Program Assets" means all of the following property and interests in property, including any undivided interest in any pool of any such property or interests, whether now existing or existing in the future or hereafter arising or acquired: (i) accounts, (ii) accounts receivable, general intangibles, instruments, contract rights, documents and chattel paper (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods, or the rendition of services, no matter how evidenced, whether or not earned by performance), (iii) all unpaid seller's or lessor's rights (including, without limitation, rescission, replevin, reclamation and stoppage in transit) relating to any of the foregoing or arising therefrom, (iv) all rights to any goods or merchandise represented by any of the foregoing (including, without limitation, returned or repossessed goods), (v) all reserves and credit balances

with respect to any such accounts receivable or account debtors, (vi) all letters of credit, security or Guarantees of any of the foregoing, (vii) all insurance policies or reports relating to any of the foregoing, (viii) all collection or deposit accounts relating to any of the foregoing, (ix) all books and records relating to any of the foregoing, (x) all instruments, contract rights, chattel paper, documents and general intangibles relating to any of the foregoing, and (xi) all proceeds of any of the foregoing.

"Release" means, with respect to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, in each case, of any Contaminant into the indoor or outdoor environment or into or out of any property owned, leased or operated by such Person, including the movement of Contaminants through or in the air, soil, surface water, ground water or property.

"Remedial Action" means all actions required to (a) clean up, remove, treat or in any other way address any Contaminant in the indoor or outdoor environment, (b) prevent the Release or threat of Release or minimize the further Release so that a Contaminant does not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

"Requirement of Law" means, with respect to any Person, the common law and all federal, state, local and foreign laws, treaties, rules and regulations, orders, judgments, decrees and other determinations of, concessions, grants, franchises, licenses and other Contractual Obligations with, any Governmental Authority or arbitrator, applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Requisite Lenders" means, collectively, Lenders having more than fifty percent (50%) of the sum of the aggregate outstanding amount of the Commitments or, after the Closing Date, the principal amount of the aggregate Term Loan then outstanding.

A Non-Funding Lender shall not be included in the calculation of "Requisite Lenders."

"Restricted Investment" means any Investment which is not a Permitted Investment.

"Restricted Payment" has the meaning specified in Section 5.5 (Restricted Payments).

"Restricted Subsidiary" of a Person means any Subsidiary of a Person that is not an Unrestricted Subsidiary.

"SEC" means the Securities and Exchange Commission.

"Secured Obligations" means, in the case of the Borrower, the Obligations, and, in the case of any other Loan Party, the obligations of such Loan Party under the Subsidiary Guaranty and the other Loan Documents to which it is a party.

"Secured Parties" means the Lenders, the Collateral Agent, the Administrative Agent and any other holder of any Secured Obligation.

"Selling Lender" has the meaning specified in Section 8.7 (Sharing of Payments, Etc.).

"Securities Act" means the Securities Act of 1933, as amended.

"Senior Subordinated Notes" means the Borrower's 10 1/2% Senior Subordinated Notes due 2009 issued pursuant to the Senior Subordinated Notes Indenture.

"Senior Subordinated Notes Indenture" means that certain indenture

between the Borrower and U.S. Bank National Association (formerly State Street Bank and Trust Company), as trustee, as amended or supplemented from time to time, relating to the Senior Subordinated Notes.

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof assuming that the Borrower were the "registrant" for purposes of such definition; provided that in no event shall a "Significant Subsidiary" include (i) any direct or indirect Subsidiary of the Borrower created for the primary purpose of facilitating one or more Receivables Programs or holding or purchasing inventory, (ii) any non-operating Subsidiary which does not have any liabilities to Persons other than the Borrower or its Subsidiaries, or (iii) any Unrestricted Subsidiary.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Solvent" means, with respect to any Person as of any date of determination, that, as of such date, (a) the value of the assets of such Person (both at fair value and present fair saleable value) is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person, (b) such Person is able to pay all liabilities of such Person as such liabilities mature and (c) such Person does not have unreasonably small capital. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Strategic Investment" means any Investment in any Person (other than an Unrestricted Subsidiary) whose primary business is related, ancillary or complementary to a Permitted Business, and such Investment is determined in good faith by the Board of Directors (or senior officers of the Borrower to whom the Board of Directors has duly delegated the authority to make such a determination), whose determination shall be conclusive and evidenced by a resolution, to promote or significantly benefit the businesses of the Borrower and its Restricted Subsidiaries on the date of such Investment; provided, that, with respect to any Strategic Investment or series of related Strategic Investments involving aggregate consideration in excess of \$10,000,000, the Borrower shall deliver to the Administrative Agent a resolution of the Board of Directors of the Borrower set forth in an Officer's Certificate certifying that such Investment qualifies as a Strategic Investment pursuant to this definition.

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"Subordinated Debt" means any Indebtedness of the Borrower or its Subsidiaries which is subordinated in right of payment to the Obligations or the Subsidiary Guaranty as applicable, including the Senior Subordinated Notes and the Convertible Subordinated Notes.

"Subsidiary" means, with respect to any Person: (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof), and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Subsidiary Guarantor" means each Subsidiary of the Borrower party to or that becomes party to the Subsidiary Guaranty.

"Subsidiary Guaranty" means the guaranty, in substantially the form of Exhibit G (Form of Subsidiary Guaranty), executed by the Subsidiary Guarantors.

"Supply Agreement" means that certain Packaging & Test Services Agreement dated as of January 1, 1998, among the Borrower, its predecessor company (Amkor Electronics, Inc.), Amkor Technology Limited (f/k/a C.I.L. Limited), Anam Semiconductor, Inc. and Anam USA, Inc., as the same may be extended or renewed from time to time without alteration of the material terms thereof.

"Tax Affiliate" means, with respect to any Person, (a) any Subsidiary of such Person and (b) any Affiliate of such Person with which such Person files or is eligible to file consolidated, combined or unitary tax returns.

"Tax Return" has the meaning specified in Section 4.7 (Taxes).

"Taxes" has the meaning specified in Section 2.12(a) (Taxes).

"Term Loan" has the meaning specified in Section 2.1 (Term Loan Commitments).

"Title IV Plan" means a pension plan, other than a Multiemployer Plan, covered by Title IV of ERISA and to which the Borrower any of its Subsidiaries or any ERISA Affiliate has any obligation or liability, contingent or otherwise.

"Total Tangible Assets of the Foreign Subsidiaries" means, as of any date, the total assets of all of the Foreign Subsidiaries of the Borrower as of such date less the amount of the intangible assets of the Foreign Subsidiaries of the Borrower as of such date.

"Transition Services Agreement" means that certain Transition Services Agreement entered into by and between the Borrower and Anam Semiconductor, Inc. in connection with the Asset Purchase Agreement, as the same may be extended or renewed from time to time without alteration of the material terms thereof.

"UCC" has the meaning specified in the Pledge and Security Agreement.

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"Unrestricted Subsidiary" means any Subsidiary of the Borrower that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a board resolution, but only to the extent that such Subsidiary (i) has no Indebtedness other than Non-Recourse Debt, (ii) is a Person with respect to which neither the Borrower nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results, (iii) has not Guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Borrower or any of its Restricted Subsidiaries, and (iv) has at least one director on its board of directors that is not a director or executive officer of the Borrower or any of its Restricted Subsidiaries and has at least one executive officer that is not a director or executive officer of the Borrower or any of its Restricted Subsidiaries. Any designation of a Subsidiary of the Borrower as an Unrestricted Subsidiary shall be effective upon the Administrative Agent's receipt from the Borrower of a certified copy of the resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 5.14 (Designation of Restricted and Unrestricted Subsidiaries). If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Agreement and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Borrower as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 5.7 (Incurrence of Indebtedness and Issuance of Preferred Stock), the Borrower shall be in default of such covenant. The Board of Directors of the Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Borrower of any

outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under Section 5.7 (Incurrence of Indebtedness and Issuance of Preferred Stock), calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (ii) no Default or Event of Default would be in existence following such designation.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (x) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (y) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or similar shares required by law to be held by third parties) shall at the time be owned by such Person and/or by one or more Wholly Owned Restricted Subsidiaries of such Person.

"Withdrawal Liability" means, with respect to the Borrower or any of its Subsidiaries at any time, the aggregate liability incurred (whether or not assessed) with respect to

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all Multiemployer Plans pursuant to Section 4201 of ERISA or for increases in contributions required to be made pursuant to Section 4243 of ERISA.

SECTION 1.2 COMPUTATION OF TIME PERIODS. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including."

SECTION 1.3 ACCOUNTING TERMS AND PRINCIPLES. Except as set forth below, all accounting terms not specifically defined herein shall be construed in conformity with GAAP and all accounting determinations required to be made pursuant hereto shall, unless expressly otherwise provided herein, be made in conformity with GAAP.

SECTION 1.4 CERTAIN TERMS.

(a) The terms "herein," "hereof," "hereto" and "hereunder" and similar terms refer to this Agreement as a whole and not to any particular Article, Section, subsection or clause in, this Agreement.

(b) Unless otherwise expressly indicated herein, (i) references in this Agreement to an Exhibit, Schedule, Article, Section, clause or sub-clause refer to the appropriate Exhibit or Schedule to, or Article, Section, clause or sub-clause in this Agreement and (ii) the words "above" and "below," when following a reference to a clause or a sub-clause of any Loan Document, refer to a clause or sub-clause within, respectively, the same Section or clause.

(c) Each agreement defined in this Article I shall include all appendices, exhibits and schedules thereto. Unless the prior written consent of the Requisite Lenders is required hereunder for an amendment, restatement, supplement or other modification to any such agreement and such consent is not obtained, references in this Agreement to such agreement shall be to such agreement as so amended, restated, supplemented or modified.

(d) References in this Agreement to any statute shall be to such statute as amended or modified from time to time and to any successor legislation thereto, in each case as in effect at the time any such reference is operative.

(e) The term "including" when used in any Loan Document means "including without limitation" except when used in the computation of time periods.

(f) The terms "Lender", "Administrative Agent" and "Collateral Agent" include, without limitation, their respective successors.

(g) Upon the appointment of any successor Administrative Agent or Collateral Agent pursuant to Section 7.7 (Successor Administrative Agent or Collateral Agent), references to CNAI in Section 7.4 (The Agents as Lenders) and to Citibank in the definitions of Base Rate and Eurodollar Rate shall be deemed to refer to the financial institution then acting as the Administrative Agent, the Collateral Agent or one of its Affiliates if it so designates, as applicable.

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ARTICLE II

THE FACILITY

SECTION 2.1 TERM LOAN COMMITMENTS. On the terms and subject to the conditions contained in this Agreement, each Lender severally agrees to make a loan (with respect to an individual Lender its "Term Loan", and collectively, the "Term Loan" or "Term Loans") in Dollars to the Borrower on the Closing Date, in an amount equal to such Lender's Commitment. Amounts of the Term Loan prepaid may not be reborrowed. The Commitments shall be reduced to zero immediately after the Term Loan Borrowing has been made.

SECTION 2.2 BORROWING PROCEDURE.

(a) The Term Loan Borrowing shall be made on the Closing Date following receipt of a Notice of Borrowing given by the Borrower to the Administrative Agent not later than 11:00 a.m. (New York City time) three Business Days prior to the Closing Date. The Notice of Borrowing shall specify (i) the Closing Date and (ii) the aggregate amount of the proposed Term Loan Borrowing. The Term Loan shall be made as a EuroDollar Rate Loan.

(b) The Administrative Agent shall give to each Lender prompt notice of the Administrative Agent's receipt of a Notice of Borrowing and the applicable interest rate determined pursuant to Section 2.10(a) (Determination of Interest Rate). Each Lender shall, before 11:00 a.m. (New York time) on the Closing Date, make available to the Administrative Agent at its address referred to in Section 8.8 (Notices, Etc.), in immediately available funds, such Lender's Ratable Portion of such proposed Borrowing. Upon fulfillment (or due waiver in accordance with Section 8.1 (Amendments, Waivers, Etc.)) on the Closing Date, of the applicable conditions set forth in Section 3.1 (Conditions Precedent) and after the Administrative Agent's receipt of such funds, the Administrative Agent shall make such funds available to the Borrower.

(c) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any proposed Borrowing that such Lender will not make available to the Administrative Agent such Lender's Ratable Portion of such Borrowing (or any portion thereof), the Administrative Agent may assume that such Lender has made such Ratable Portion available to the Administrative Agent on the date of such Borrowing in accordance with this Section 2.2 and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such Ratable Portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at the time to the Term Loan and (ii) in the case of such Lender, the Federal Funds Rate for the first Business Day and thereafter at the interest rate applicable at the time to the Term Loan. If such Lender shall repay to the Administrative Agent such corresponding amount, such corresponding amount so repaid shall constitute such Lender's Term Loan as part of such Borrowing for purposes of this Agreement. If the Borrower shall repay to the Administrative Agent such

corresponding amount, such payment shall not relieve such Lender of any obligation it may have hereunder to the Borrower.

(d) The failure of any Lender to make on the date specified a Term Loan or any payment required by it (such Lender being a "Non-Funding Lender"), shall not relieve any

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other Lender of its obligations to make a Term Loan or payment on such date but no such other Lender shall be responsible for the failure of any Non-Funding Lender to make a Term Loan or payment required under this Agreement.

SECTION 2.3 REPAYMENT OF THE TERM LOAN. The Borrower promises to repay the Term Loan in full on the Maturity Date or earlier if required by the terms hereof.

SECTION 2.4 EVIDENCE OF DEBT.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing Indebtedness of the Borrower to such Lender resulting from each Term Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent, acting as agent of the Borrower solely for this purpose and for tax purposes, shall establish and maintain at its address referred to in Section 8.8 (Notices, Etc.) a record of ownership (the "Register") in which the Administrative Agent agrees to register by book entry the Administrative Agent's and each Lender's interest in each Term Loan and in the right to receive any payments hereunder and any assignment of any such interest or rights. In addition, the Administrative Agent, acting as agent of the Borrower solely for this purpose and for tax purposes, shall establish and maintain accounts in the Register in accordance with its usual practice in which it shall record (i) the names and addresses of the Lenders, (ii) the Commitments of each Lender, (iii) the amount of each Term Loan made and the Interest Period applicable thereto, (iv) the amount of any principal or interest due and payable, and paid, by the Borrower to, or for the account of, each Lender hereunder, and (v) the amount of any sum received by the Administrative Agent hereunder from the Borrower, whether such sum constitutes principal or interest (and the type of Loan to which it applies), fees, expenses or other amounts due under the Loan Documents and each Lender's share thereof, if applicable. Notwithstanding anything to the contrary contained in this Agreement, the Term Loan (including the Notes evidencing the Term Loan) are registered obligations and the right, title, and interest of the Lenders and their assignees in and to such Term Loans shall be transferable only upon notation of such transfer in the Register. A Note shall only evidence the Lender's or a registered assignee's right, title and interest in and to the related Term Loan, and in no event is any such Note to be considered a bearer instrument or obligation. This Section 2.4(b) and Section 8.1 shall be construed so that the Term Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (or any successor provisions of the Code or such regulations).

(c) The entries made in the Register and in the accounts therein maintained pursuant to clauses (a) and (b) above shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, however, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrower to repay the Term Loan in accordance with the terms hereof. In addition, the Loan Parties, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as a Lender for all purposes of this Agreement. Information contained in the Register with respect to any Lender shall be available for inspection by the Borrower, the Administrative Agent or such Lender at any reasonable time and from time to time upon reasonable prior notice.

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(d) Notwithstanding any other provision of this Agreement, in the event that any Lender requests that the Borrower execute and deliver a promissory note or notes payable to such Lender in order to evidence the Indebtedness owing to such Lender by the Borrower hereunder, the Borrower shall promptly execute and deliver one or more Notes to such Lender evidencing any Term Loan of such Lender, substantially in the form of Exhibit B (Form of Note).

SECTION 2.5 OPTIONAL PREPAYMENTS. The Borrower may not, at any time prior to the second anniversary of the Closing Date, prepay the Term Loan in whole or in part. At any time on or after the second anniversary of the Closing Date, the Borrower may, upon at least three Business Days' prior notice to the Administrative Agent, stating the proposed date and aggregate principal amount of the prepayment, prepay the outstanding principal amount of the Term Loan in whole or in part at any time; provided, however, that (i) the Borrower shall also pay to each Lender on the date of such prepayment a fee equal to the Applicable Prepayment Premium (if any) with respect to such prepayment, (ii) if any such prepayment is made by the Borrower other than on the last day of an Interest Period, the Borrower shall also pay to each Lender on the date of such prepayment any amount owing to such Lender pursuant to Section 2.10(e) (Breakage Costs) and (iii) each partial prepayment shall be in an aggregate amount not less than \$1,000,000 or integral multiples of \$1,000,000 in excess thereof. Upon the Borrower giving such notice of prepayment, the principal amount of the Term Loan specified therein to be prepaid shall become due and payable on the date specified therein for such prepayment. The Borrower shall have no right to prepay the principal amount of any Term Loan other than as provided in this Section 2.5. For the purposes of this Section 2.5, the terms "prepay" and "prepayment" include any repayment of the Term Loan that results from any refinancing or replacement of the Term Loan in whole or in part.

SECTION 2.6 MANDATORY PREPAYMENTS.

(a) The Borrower shall apply, with respect to any Asset Sale:

(I) any Excess Proceeds referred to in Section 5.8(c) (Asset Sales) which in aggregate exceed \$10,000,000, in prepayment of the Term Loan at par (without any premium); provided, however that (i) the amount of such proposed prepayment shall be reduced to the extent necessary to permit the Borrower to make a pro rata offer to purchase other Indebtedness of the Borrower which is pari passu with the Term Loan, pursuant to the terms of such other Indebtedness (including any Indenture) to the extent required thereby, (ii) the Borrower shall notify the Administrative Agent within five days of each date on which the aggregate amount of such Excess Proceeds in aggregate exceed \$10,000,000 and the amount of such proposed prepayment, and (iii) at the expiration of twenty Business Days following its receipt of such notification, the Administrative Agent shall notify the Borrower of the required amount of such prepayment (as reduced by any portion thereof which has been rejected by Declining Lenders pursuant to clause (c) below) and the Borrower shall, within five Business Days thereafter, apply such amount in prepayment of the Term Loan in accordance with clause (c) below; and

(II) any Net Proceeds of Asset Sales referred to in Section 5.8(c)(i) (Asset Sales) that are also required, pursuant to the terms of any Permitted Bank Debt that is secured by the Collateral by a Lien having the same or junior priority to the Lien securing the Term Loan, to be applied in a mandatory prepayment of such Permitted Bank Debt, such prepayment of the Term Loan to be in an amount that is pro rata to the amount such mandatory prepayment of Permitted Bank Debt; provided, however, that the Borrower shall notify the Administrative Agent within five days of its receipt of such Net Proceeds required to be applied in mandatory prepayment of

such Permitted Bank Debt and the amount of the proposed pro rata prepayment of the Term Loan and (ii) at the expiration of twenty Business Days following its receipt of such notification, the Administrative Agent shall notify the Borrower of the required amount of such prepayment (as reduced by any portion thereof which has been rejected by Declining Lenders pursuant to clause (c) below) and the Borrower shall, within five Business Days thereafter, apply such amount in

prepayment of the Term Loan in accordance with clause (c) below

(b) Upon the occurrence of a Change of Control, the Borrower shall within thirty days of such occurrence notify the Administrative Agent thereof and prepay the Term Loan not later than thirty Business Days following such notification; provided, however that (i) at the expiration of such thirty Business Day period, the Administrative Agent shall notify the Borrower of the required amount of such prepayment (as reduced by any portion thereof which has been rejected by Declining Lenders pursuant to clause (c) below) and the Borrower shall immediately prepay the Term Loan in such amount in accordance with clause (c) below and (ii) the Borrower shall also pay, on the date of such prepayment, to each Lender receiving such prepayment a fee equal to 1.00% of the principal amount of the Term Loan so prepaid to such Lender.

(c) With respect to any proposed mandatory prepayment of the Term Loan pursuant to clauses (a) or (b) above, any Lender may, at its option, elect not to accept such prepayment (any Lender making such election being a "Declining Lender") as follows: each Declining Lender shall give written notice thereof to the Administrative Agent not later than 10:00 a.m. New York City time on the date which is two Business Days prior to the date on which the Administrative Agent is required to notify the Borrower of the amount of the applicable prepayment pursuant to clause (a) or (b) above. On the date of prepayment, an amount equal to that portion of the Term Loan then to be prepaid (less the amount thereof that would otherwise be payable to Declining Lenders) shall be paid to the Lenders that are not Declining Lenders. In the event that the Administrative Agent has not, with respect to any mandatory prepayment, received a notice from a Lender in accordance with this clause (c), such Lender shall be deemed to have waived its rights under this clause (c) to decline receipt thereof. If any prepayment pursuant to this Section 2.6 is made by the Borrower other than on the last day of an Interest Period, the Borrower shall also pay to each Lender (other than any Declining Lender) on the date of such prepayment any amount owing to such Lender pursuant to Section 2.10(e) (Breakage Costs).

SECTION 2.7 INTEREST.

(a) Rate of Interest. The Term Loan and the outstanding principal amount of all other Obligations shall bear interest, in the case of the Term Loan, on the unpaid principal amount thereof from the Closing Date and, in the case of such other principal Obligations, from the date such other Obligations are due and payable until, in all cases, paid in full, except as otherwise provided in clause (c) below, at a rate per annum equal to the sum of (i) in the case of the Term Loan, the Eurodollar Rate determined for the applicable Interest Period plus the Applicable Margin and (ii) in the case of (x) the Term Loan to the extent required by Section 2.10 (Special Provisions Governing Eurodollar Rate Loans) and (y) each other principal Obligation, the Base Rate in effect from time to time plus the Applicable Margin.

(b) Interest Payments. (i) Interest accrued on each Eurodollar Rate Loan shall be payable in arrears (A) on the last day of each Interest Period applicable to such Eurodollar Rate Loan, (B) upon the payment or prepayment thereof in full or in part and (C) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Eurodollar

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Rate Loan and (ii) interest accrued on the amount of all other principal Obligations shall be payable on demand from and after the time such principal Obligation becomes due and payable (whether by acceleration or otherwise).

(c) Default Interest. Notwithstanding the rates of interest specified in clause (a) above or elsewhere herein, effective immediately upon the occurrence of an Event of Default and for as long thereafter as such Event of Default shall be continuing, the principal balance of the Term Loan, and the amount of all other Obligations then due and payable, shall bear interest at a rate that is two percent per annum in excess of the rate of interest applicable to the Term Loan or such other Obligations, as applicable, from time to time. Such interest shall be payable on the date that would otherwise be applicable to such interest pursuant to clause (b) above or otherwise on demand.

SECTION 2.8 FEES.

The Borrower has agreed to pay to the Administrative Agent and the Lead Arranger additional fees, the amount and dates of payment of which are embodied in the Fee Letter.

SECTION 2.9 PAYMENTS AND COMPUTATIONS.

(a) The Borrower shall make each payment hereunder (including fees and expenses) not later than 11:00 a.m. (New York time) on the day when due, in Dollars to the Administrative Agent at its address referred to in Section 8.8 (Notices, Etc.) in immediately available funds without set-off or counterclaim. The Administrative Agent shall promptly thereafter cause to be distributed immediately available funds relating to the payment of principal, interest or fees to the Lenders, in accordance with the application of payments set forth in clause (e) or (f) below, as applicable, for the account of their respective Lending Offices; provided, however, that amounts payable pursuant to Section 2.11 (Capital Adequacy), Section 2.12 (Taxes) or Section 2.10(c) or (d) (Special Provisions Governing Eurodollar Rate Loans) shall be paid only to the affected Lender or Lenders. Payments received by the Administrative Agent after 11:00 a.m. (New York time) shall be deemed to be received on the next Business Day.

(b) All computations of interest and of fees shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest and fees are payable. Each determination by the Administrative Agent of a rate of interest hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of any Eurodollar Rate Loan to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day.

(d) Unless the Administrative Agent shall have received notice from the Borrower to the Lenders prior to the date on which any payment is due hereunder that the

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Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrower shall not have made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon (at the Federal Funds Rate for the first Business Day and thereafter, at the rate applicable to Eurodollar Rate Loans) for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent.

(e) Except for payments and other amounts received by the Administrative Agent and applied in accordance with the provisions of clause (f) below (or required to be applied in accordance with Section 2.6 (Mandatory Prepayments)), all payments and any other amounts received by the Administrative Agent from or for the benefit of the Borrower shall be applied as follows: first, to pay principal of, and interest on, any portion of the Term Loan the Administrative Agent may have advanced pursuant to the express provisions of this Agreement on behalf of any Lender, for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower, second, to pay all other Obligations then due and payable and third, as the Borrower so designates. Payments in respect of the Term Loan received by the Administrative Agent shall be distributed to each Lender in accordance with such Lender's Ratable Portion; and all payments of fees and all other payments in respect of any other Obligation shall be allocated among such of the Lenders as are entitled thereto and, for such payments allocated to the Lenders, in proportion to their respective Ratable Portions.

(f) The Borrower hereby irrevocably waives the right to direct the application of any and all payments in respect of the Obligations and any proceeds of Collateral after the occurrence and during the continuance of an Event of Default and agrees that, notwithstanding the provisions of Section 2.6 (Mandatory Prepayments) and clause (e) above, but subject to the provisions of the Intercreditor Agreement, the Administrative Agent may, and, upon either (A) the written direction of the Requisite Lenders or (B) the acceleration of the Obligations pursuant to Section 6.2 (Remedies), shall apply all such payments and all proceeds of Collateral in the following order: (i) first, to pay interest on and then principal of any portion of the Term Loan that the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower; (ii) second, to pay Secured Obligations in respect of any expense reimbursements or indemnities then due to the Administrative Agent; (iii) third, to pay Secured Obligations in respect of any expense reimbursements or indemnities then due to the Lenders; (iv) fourth, to pay Secured Obligations in respect of any fees then due to the Administrative Agent and the Lenders; (v) fifth, to pay interest then due and payable in respect of the Term Loan; (vi) sixth, to pay or prepay principal amounts on the Term Loan ratably to the aggregate principal amount of the Term Loans; and (vii) seventh, to the ratable payment of all other Secured Obligations; provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any Secured Obligation described in any of clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) above, the available funds being applied with respect to any such Secured Obligation (unless otherwise specified in such clause) shall be allocated to the payment of such Secured Obligation ratably, based on the proportion of the Administrative Agent's and each Lender's interest in the aggregate outstanding Secured Obligations described in such clauses. The order of priority set forth in clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) above may at any time and from time to time be

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changed by the agreement of the Requisite Lenders without necessity of notice to or consent of or approval by the Borrower, any Secured Party that is not a Lender or by any other Person that is not a Lender. The order of priority set forth in clauses (i), (ii), (iii), and (iv) above may be changed only with the prior written consent of the Administrative Agent in addition to that of the Requisite Lenders.

SECTION 2.10 SPECIAL PROVISIONS GOVERNING EURODOLLAR RATE LOANS.

(a) Determination of Interest Rate. The Eurodollar Rate for each Interest Period for Eurodollar Rate Loans shall be determined by the Administrative Agent pursuant to the procedures set forth in the definition of "Eurodollar Rate." The Administrative Agent's determination shall be conclusive and binding absent manifest error.

(b) Interest Rate Unascertainable, Inadequate or Unfair. In the event that (i) the Administrative Agent determines that adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Eurodollar Rate then being determined is to be fixed or (ii) the Requisite Lenders notify the Administrative Agent that the Eurodollar Rate for any Interest Period will not adequately reflect the cost to the Lenders of making or maintaining such Term Loans for such Interest Period (provided, that, such notification pursuant to this clause (b)(ii) shall be supported by such information as the Administrative Agent or the Borrower may reasonably request, before such notification shall become effective pursuant to this clause (b)), the Administrative Agent shall forthwith so notify the Borrower and the Lenders, whereupon each Eurodollar Loan shall automatically, on the last day of the current Interest Period for such Loan, convert into a Base Rate Loan and the obligations of the Lenders to make Eurodollar Rate Loans shall be suspended until the Administrative Agent shall notify the Borrower that the Requisite Lenders have determined that the circumstances causing such suspension no longer exist.

(c) Increased Costs. If at any time any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order (other than any change by way of (i) imposition of or change in the rate of any Excluded Tax or (ii) imposition or

increase of reserve requirements included in determining the Eurodollar Rate) or the compliance by such Lender with any guideline, request or directive from any central bank or other Governmental Authority (whether or not having the force of law), shall have the effect of increasing the cost to such Lender of agreeing to make or making, funding or maintaining the Term Loan as a Eurodollar Rate Loan, then the Borrower shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower and the Administrative Agent by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(d) Illegality. Notwithstanding any other provision of this Agreement, if any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement shall make it unlawful, or any central bank or other Governmental Authority shall assert that it is unlawful, for any Lender or its Lending Office to make Eurodollar Rate Loans or to continue to fund or maintain Eurodollar Rate Loans, then, on notice thereof and demand therefor by such Lender to the Borrower through the Administrative Agent, (i) the obligation of such Lender to make or to continue Eurodollar Rate Loans shall be suspended, and (ii) if the affected Eurodollar Rate Loans are then outstanding, then each such Term Loan shall immediately be converted into a Base Rate

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Loan. If, at any time after a Lender gives notice under this clause (d), such Lender determines that it may lawfully make Eurodollar Rate Loans, such Lender shall promptly give notice of that determination to the Borrower and the Administrative Agent, and the Administrative Agent shall promptly transmit the notice to each other Lender. Such Lender's obligation, if any, to make Eurodollar Rate Loans shall thereupon be restored.

(e) Breakage Costs. In addition to all amounts required to be paid by the Borrower pursuant to Section 2.7 (Interest), the Borrower shall compensate each Lender, upon demand, for all losses, expenses and liabilities (including any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Lender's Eurodollar Rate Loans to the Borrower but excluding any loss of the Applicable Margin on the Term Loan) that such Lender may sustain (i) if for any reason (other than solely by reason of such Lender being a Non-Funding Lender) a proposed Borrowing of Eurodollar Rate Loans does not occur on a date specified therefor in a Notice of Borrowing given by the Borrower, (ii) if for any reason any Eurodollar Rate Loan is prepaid (including mandatorily pursuant to Section 2.6 (Mandatory Prepayments)) on a date that is not the last day of the applicable Interest Period, (iii) as a consequence of a required conversion of a Eurodollar Rate Loan to a Base Rate Loan as a result of any of the events indicated in clause (d) above or (iv) as a consequence of any failure by the Borrower to repay Eurodollar Rate Loans when required by the terms hereof. The Lender making demand for such compensation shall deliver to the Borrower concurrently with such demand a written statement as to such losses, expenses and liabilities, and this statement shall be conclusive as to the amount of compensation due to such Lender absent manifest error.

SECTION 2.11 CAPITAL ADEQUACY. If at any time any Lender determines that (a) the adoption of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement regarding capital adequacy, (b) compliance with any such law, treaty, rule, regulation or order or (c) compliance with any guideline or request or directive from any central bank or other Governmental Authority (whether or not having the force of law) shall have the effect of reducing the rate of return on such Lender's (or any corporation controlling such Lender's) capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change, compliance or interpretation, then, upon demand from time to time by such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender for such reduction. A certificate as to such amounts submitted to the Borrower and the Administrative Agent by such Lender shall be conclusive and

binding for all purposes absent manifest error.

SECTION 2.12 TAXES.

(a) Except as otherwise provided in this Section 2.12, any and all payments by any Loan Party under each Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding in the case of each Lender and the Administrative Agent (i) (A) taxes measured by its net income, and franchise taxes imposed on it, and similar taxes imposed, in each case, by the jurisdiction (or any political subdivision thereof) under the laws of which such Lender or the Administrative Agent (as the case may be) is organized and (B) any United States withholding taxes payable with respect to payments under the Loan Documents under laws (including any statute, treaty or regulation) in effect on the

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Closing Date (or, in the case of (x) an Eligible Assignee, the date of the Assignment and Acceptance and (y) a successor Administrative Agent, the date of the appointment of such Administrative Agent) applicable to such Lender or the Administrative Agent, as the case may be, but not excluding any United States withholding taxes payable as a result of any change in such laws occurring after the Closing Date (or the date of such Assignment and Acceptance or the date of such appointment of such Administrative Agent) and (ii) taxes measured by its net income, and franchise taxes imposed on it and similar taxes imposed, in each case, as a result of a present or former connection (other than by reason of this Agreement) between such Lender or the Administrative Agent (as the case may be) and the jurisdiction of the Governmental Authority imposing such tax or any taxing authority thereof or therein (all such taxes referred to in clauses (i) and (ii) being hereafter referred to as "Excluded Taxes", and such non-Excluded Taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Taxes shall be required by law to be deducted from or in respect of any sum payable under any Loan Document to any Lender or the Administrative Agent, other than as a result of any Non U.S. Lender's failure to provide the documents specified in Section 2.12(f) (w) the sum payable shall be increased as may be necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 2.12, such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (x) the relevant Loan Party shall make such deductions, (y) the relevant Loan Party shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law and (z) the relevant Loan Party shall deliver to the Administrative Agent evidence of such payment.

(b) In addition, each Loan Party agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies of the United States or any political subdivision thereof or any applicable foreign jurisdiction, and all liabilities with respect thereto, in each case arising from any payment made under any Loan Document or from the execution, delivery or registration of, or otherwise with respect to, any Loan Document (collectively, "Other Taxes").

(c) Each Loan Party shall, jointly and severally, indemnify each Lender and the Administrative Agent for the full amount of Taxes and Other Taxes (including any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.12) paid by such Lender or the Administrative Agent (as the case may be) and any liability (including for penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes or Other Taxes by any Loan Party, the Borrower shall furnish to the Administrative Agent, at its address referred to in Section 8.8 (Notices, Etc.), the original or a certified copy of a receipt evidencing payment thereof.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under the Subsidiary Guaranty, the agreements and

obligations of such Loan Party contained in this Section 2.12 shall survive the payment in full of the Obligations.

(f) (i) Each Non-U.S. Lender that is entitled at such time to an exemption from United States withholding tax, or that is subject to such tax at a reduced rate under an

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applicable tax treaty, shall (v) on or prior to the Closing Date if such Non-U.S. Lender is a signatory hereto, (w) otherwise, on or prior to the date of the Assignment and Acceptance pursuant to which such Non-U.S. Lender becomes a Lender or the Administrative Agent hereunder, (x) on or prior to the date on which any such form or certification expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it to the Borrower and the Administrative Agent, and (z) from time to time if requested by the Borrower or the Administrative Agent, provide the Administrative Agent and the Borrower with two completed originals of each of the following, as applicable: (i) Form W-8ECI (claiming exemption from U.S. withholding tax because the income is effectively connected with a U.S. trade or business) or any successor form; (ii) Form W-8BEN (claiming exemption from, or a reduction of, U.S. withholding tax under an income tax treaty) or any successor form; (iii) in the case of a Non-U.S. Lender claiming exemption under Sections 871(h) or 881(c) of the Code, a Form W-8BEN (claiming exemption from U.S. withholding tax under the portfolio interest exemption) or any successor form; or (iv) any other applicable form, certificate or document prescribed by the IRS certifying as to such Non-U.S. Lender's entitlement to such exemption from United States withholding tax or reduced rate with respect to all payments to be made to such Non-U.S. Lender under the Loan Documents. Unless the Borrower and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments under any Loan Document to or for a Non-U.S. Lender are not subject to United States withholding tax or are subject to such tax at a rate reduced by an applicable tax treaty, the Loan Parties and the Administrative Agent shall withhold amounts required to be withheld by applicable Requirements of Law from such payments at the applicable statutory rate.

(g) Any Lender claiming any additional amounts payable pursuant to this Section 2.12 shall use its reasonable efforts (consistent with its internal policies and Requirements of Law) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that would be payable or may thereafter accrue and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender.

ARTICLE III

CONDITIONS TO THE TERM LOAN

SECTION 3.1 CONDITIONS PRECEDENT.

The obligation of each Lender to make the Term Loan requested to be made by it on the Closing Date is subject to the satisfaction or due waiver in accordance with Section 8.1 (Amendments, Waivers, Etc.) of each of the following conditions precedent:

(a) Certain Documents. The Administrative Agent shall have received on or prior to the Closing Date each of the following, each dated the Closing Date unless otherwise indicated or agreed to by the Administrative Agent, in form and substance satisfactory to the Administrative Agent, subject to Section 3.3 (Certain Collateral Documents to be Delivered after the Closing Date):

(i) this Agreement, duly executed and delivered by the Borrower and, for the account of each Lender requesting the same, a Note of the Borrower conforming to the requirements set forth herein;

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(ii) the Subsidiary Guaranty, duly executed by each Subsidiary Guarantor;

(iii) the Pledge and Security Agreement, duly executed by the Borrower and each Subsidiary Guarantor, together with each of the following: (A) evidence satisfactory to the Administrative Agent that, upon the filing and recording of instruments delivered at the Closing and the execution of applicable deposit account and securities account control agreements, the Collateral Agent (for the benefit of the Secured Parties) shall have a valid and perfected second priority security interest in the Collateral;

(iv) the Cayman Share Mortgage, duly executed by the parties thereto;

(v) Mortgages and UCC fixture filings for all of the Real Properties of the Loan Parties identified on Schedule 4.16(a) (Real Property) (except as may be agreed to by the Administrative Agent), together with title policies, surveys, opinion(s) of counsel and other supporting documentation reasonably acceptable to the Administrative Agent;

(vi) a Korean law securities Pledge Agreement with respect to the AT Korea Bonds executed by the Borrower together with each Guarantee thereof by certain Subsidiaries of the Borrower;

(vii) the Intercreditor Agreement executed by the Loan Parties and the First Lien Agent;

(viii) a favorable opinion of (A) Wilson Sonsini Goodrich & Rosati, P.C. counsel to the Loan Parties, in substantially the form of Exhibit F (Form of Opinion of Counsel to Loan Parties), (B) counsel to the Loan Parties in Arizona, North Carolina, Cayman and Korea in each case addressed to the Administrative Agent, the Collateral Agent and the Lenders and addressing such other matters as any Lender through the Administrative Agent may reasonably request and (C) counsel to the Administrative Agent and the Collateral Agent as to the enforceability of this Agreement and the other Loan Documents to be executed on the Closing Date;

(ix) a copy of the articles or certificate of incorporation (or equivalent Constituent Document) of each Loan Party, certified as of a recent date by the Secretary of State of the state of organization of such Loan Party, together with certificates of such official attesting to the good standing of each such Loan Party;

(x) a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (A) the names and true signatures of each officer of such Loan Party that has been authorized to execute and deliver any Loan Document or other document required hereunder to be executed and delivered by or on behalf of such Loan Party, (B) the by-laws (or equivalent Constituent Document) of such Loan Party as in effect on the date of such certification, (C) the resolutions of such Loan Party's Board of Directors (or equivalent governing body) approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and (D) that there have been no changes in the articles or certificate of incorporation (or equivalent Constituent Document) of such Loan Party from the articles

or certificate of incorporation (or equivalent Constituent Document) delivered pursuant to clause (ix) above;

(xi) a certificate of an Officer of Borrower to the effect that (A) the condition set forth in Section 3.1(f) (Representations and Warranties) has been satisfied and (B) no litigation not listed on Schedule 4.6 (Litigation) shall have been commenced against any Loan Party or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect;

(xii) evidence satisfactory to the Administrative Agent that the insurance policies required hereby and by any Collateral Document are in full force and effect, together with, unless otherwise agreed by the Administrative Agent, endorsements naming the Collateral Agent, on behalf of the Secured Parties, as an additional insured or loss payee under all insurance policies to be maintained with respect to the properties of the Borrower and each other Loan Party;

(xiii) a certificate of an Officer as to the aggregate principal amount of the AT Korea Bonds outstanding on the Closing Date;

(xiv) a certificate of an Officer demonstrating (with calculations in reasonable detail) that the Term Loan and the other Obligations are permitted to be incurred by the Borrower and the other Loan Parties in accordance with the Indentures; and

(xv) such other certificates, documents, agreements and information respecting any Loan Party as any Lender through the Administrative Agent may reasonably request;

(b) Fees and Expenses Paid. There shall have been paid to the Administrative Agent, for the account of the Administrative Agent and the Lead Arranger, as applicable, all fees and expenses (including reasonable fees and expenses of counsel) due and payable on or before the Closing Date (including all such fees described in the Fee Letter).

(c) Amendment to the First Lien Credit Agreement. The First Lien Credit Agreement shall have been amended, in form and substance satisfactory to the Administrative Agent, in order to permit the Facility and the transactions contemplated hereby.

(d) Consents, Etc. Each of the Borrower and its Subsidiaries shall have received all consents and authorizations required pursuant to any material Contractual Obligation with any other Person and shall have obtained all Permits of, and effected all notices to and filings with, any Governmental Authority, in each case, as may be necessary to allow each of the Borrower and its Subsidiaries lawfully (i) to execute, deliver and perform, in all material respects, their respective obligations hereunder and under the Loan Documents to which each of them, respectively, is, or shall be, a party and each other agreement or instrument to be executed and delivered by each of them, respectively, pursuant thereto or in connection therewith and (ii) to create and perfect the Liens on the Collateral to be owned by each of them in the manner and for the purpose contemplated by the Loan Documents.

(e) Notice of Borrowing. The Administrative Agent shall have received a duly executed Notice of Borrowing at least three Business Days prior to the Closing Date.

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(f) Representations and Warranties; No Defaults. The following statements shall be true on the Closing Date both before and after giving effect thereto and, in the case of any Term Loan, to the application of the proceeds thereof (i) the representations and warranties set forth in Article IV (Representations and Warranties) and in the other Loan Documents shall be true and correct on and as of the Closing Date and shall be true and correct in all material respects on and as of any such date after the Closing Date; and (ii) no Default or Event of Default shall have occurred and be continuing.

(g) No Legal Impediments. The making of the Term Loan on the Closing Date does not violate any Requirement of Law on the date of or immediately following such Borrowing and is not enjoined, temporarily, preliminarily or permanently.

(h) Additional Matters. The Administrative Agent shall have received such additional documents, information and materials as any Lender, through the Administrative Agent, may reasonably request.

The submission by the Borrower to the Administrative Agent of a Notice of Borrowing and the acceptance by the Borrower of the proceeds of the Term Loan

requested therein shall be deemed to constitute a representation and warranty by the Borrower as to the matters specified in clause (f) above on the Closing Date.

SECTION 3.2 DETERMINATIONS OF INITIAL BORROWING CONDITIONS. For purposes of determining compliance with the conditions specified in Section 3.1 (Conditions Precedent), each Lender shall be deemed to have consented to, approved, accepted or be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Loan Documents shall have received notice from such Lender prior to the initial Borrowing hereunder specifying its objection thereto and such Lender shall not have made available to the Administrative Agent such Lender's Ratable Portion of such Borrowing.

SECTION 3.3 CERTAIN COLLATERAL DOCUMENTS TO BE DELIVERED AFTER THE CLOSING DATE. Notwithstanding the provisions of Section 3.1(a) (Certain Documents), the Borrower shall (to the extent not delivered on the Closing Date) deliver to the Administrative Agent not later than the date which is 45 days following the Closing Date (or such later date as the Administrative Agent may agree to), each of the certain Collateral Documents and other items set forth on Schedule 3.3 (Collateral Documents to be Delivered after the Closing Date), each in form and substance satisfactory to the Administrative Agent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce the Lenders and the Administrative Agent to enter into this Agreement, the Borrower represents and warrants each of the following to the Lenders and the Administrative Agent, on and as of the Closing Date and after giving effect to the making of the Term Loan on the Closing Date:

SECTION 4.1 CORPORATE EXISTENCE; COMPLIANCE WITH LAW. Each Loan Party and each of its Subsidiaries (a) is duly organized, validly existing and in good standing under the

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laws of the jurisdiction of its organization, (b) is duly qualified to do business as a foreign entity and in good standing under the laws of each jurisdiction where such qualification is necessary, except where the failure to be so qualified or in good standing would not, in the aggregate, be reasonably expected to have a Material Adverse Effect, (c) has all requisite power and authority and the legal right to own, pledge, mortgage and operate its properties, to lease the property it operates under lease and to conduct its business as now or currently proposed to be conducted, (d) is in compliance with its Constituent Documents, (e) is in compliance with all applicable Requirements of Law except where the failure to be in compliance would not, in the aggregate, be reasonably expected to have a Material Adverse Effect and (f) has all necessary Permits from or by, has made all necessary filings with, and has given all necessary notices to, each Governmental Authority having jurisdiction, to the extent required for such ownership, operation and conduct, except for Permits or filings that can be obtained or made by the taking of ministerial action to secure the grant or transfer thereof or the failure to obtain or make would not, in the aggregate, have a Material Adverse Effect.

SECTION 4.2 CORPORATE POWER; AUTHORIZATION; ENFORCEABLE OBLIGATIONS.

(a) The execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party and the consummation of the transactions contemplated thereby: (i) are within such Loan Party's corporate, limited liability company, partnership or other powers; (ii) have been or, at the time of delivery thereof pursuant to Article III (Conditions to the Term Loan) will have been duly authorized by all necessary action, including the consent of shareholders, partners and members where required; (iii) do not and will not (A) contravene such Loan Party's or any of its Subsidiaries' respective Constituent Documents, (B) violate any other Requirement of Law applicable to such Loan Party, or any order or decree of any Governmental Authority or arbitrator applicable to such Loan Party, (C) conflict with or result in the breach of, or constitute a default under, or result in or permit the termination

or acceleration of, any material Contractual Obligation of such Loan Party or any of its Subsidiaries or (D) result in the creation or imposition of any Lien upon any property of such Loan Party or any of its Subsidiaries, other than those in favor of the Secured Parties pursuant to the Collateral Documents; and (iv) do not require the consent of, authorization by, approval of, notice to, or filing or registration with, any Governmental Authority or any other Person, other than those listed on Schedule 4.2 (Consents) and that have been or will be, prior to the Closing Date, obtained or made, copies of which have been or will be delivered to the Administrative Agent pursuant to Section 3.1 (Conditions Precedent), and each of which on the Closing Date will be in full force and effect and, with respect to the Collateral, filings required to perfect the Liens created by the Collateral Documents.

(b) This Agreement has been, and each of the other Loan Documents will have been upon delivery thereof pursuant to the terms of this Agreement, duly executed and delivered by each Loan Party party thereto. This Agreement is, and the other Loan Documents will be, when delivered hereunder, the legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms.

SECTION 4.3 OWNERSHIP OF SUBSIDIARIES. Set forth on Schedule 4.3 (Ownership of Subsidiaries) is a complete and accurate list showing, as of the Closing Date, all Subsidiaries of the Borrower and, as to each such Subsidiary, the jurisdiction of its organization, the number of shares of each class of Capital Stock authorized (if applicable), the number outstanding on the Closing Date and the number and percentage of the outstanding shares of each such class owned (directly or indirectly) by the Borrower. No Capital Stock of any Subsidiary of the Borrower is subject to any outstanding option, warrant, right of conversion or purchase of any

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similar right. All of the outstanding Capital Stock of each Subsidiary of the Borrower owned (directly or indirectly) by the Borrower has been validly issued, is fully paid and non-assessable (to the extent applicable) and is owned by the Borrower or a Subsidiary of the Borrower, free and clear of all Liens (other than Liens in favor of the Secured Parties created pursuant to the Collateral Documents or otherwise permitted by this Agreement), options, warrants, rights of conversion or purchase or any similar rights. Neither the Borrower nor any such Subsidiary is a party to, or has knowledge of, any agreement restricting the transfer or hypothecation of any Capital Stock of any such Subsidiary, other than the Loan Documents. The Borrower does not own or hold, directly or indirectly, any Capital Stock of any Person other than such Subsidiaries and Investments permitted by this Agreement.

SECTION 4.4 FINANCIAL STATEMENTS. The Consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2003, and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the fiscal year then ended, accompanied by an unqualified opinion of PriceWaterhouseCoopers LLP, independent public accountants, and the Consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2003, and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the twelve months then ended, duly certified by the chief financial officer of the Borrower, copies of which have been furnished to each Lender, fairly present the Consolidated financial condition of the Borrower and its Subsidiaries as at such dates and the Consolidated results of operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with generally accepted accounting principles applied on a consistent basis, and since December 31, 2003, there has been no Material Adverse Change.

SECTION 4.5 SOLVENCY. Each Loan Party, individually and together with its Subsidiaries, is Solvent.

SECTION 4.6 LITIGATION. Except as set forth on Schedule 4.6 (Litigation), there are no pending or, to the knowledge of the Borrower, threatened actions, investigations or proceedings affecting the Borrower or any of its Subsidiaries before any court, Governmental Authority or arbitrator that, in the aggregate, would reasonably be expected to have a Material Adverse Effect. The performance of any action by any Loan Party required or contemplated by any Loan Document is not restrained or enjoined (either temporarily,

preliminarily or permanently).

SECTION 4.7 TAXES. All federal, state, local and foreign income and franchise and other material tax returns, reports and statements (collectively, the "Tax Returns") which, to the knowledge of the Borrower, are required to be filed by the Borrower or any of its Tax Affiliates have been filed with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed, and all taxes, charges and other impositions reflected therein, and all material taxes, otherwise due and payable have been paid prior to the date on which any fine, penalty, interest, late charge or loss may be added thereto for non-payment thereof except where contested in good faith and by appropriate proceedings if adequate reserves therefor have been established on the books of the Borrower or such Tax Affiliate in conformity with GAAP.

SECTION 4.8 FULL DISCLOSURE. The information prepared or furnished by or on behalf of any Loan Party in connection with the negotiation of the Loan Documents or pursuant to the terms of the Loan Documents taken as a whole does not contain any untrue statement of a

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material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading; provided, however, that to the extent that any such statement constitutes a projection of future financial performance, such statement is only represented and warranted hereby to have been made in good faith on the basis of the assumptions stated therein, which assumptions were fair in the light of conditions existing at the time of delivery of the information, exhibit or report, and represented, at the time of delivery, the Borrower's best estimate of such future financial performance.

SECTION 4.9 MARGIN REGULATIONS. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Federal Reserve Board), and no proceeds of any Loan will be used to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock in contravention of Regulation T, U or X of the Federal Reserve Board.

SECTION 4.10 NO BURDENSOME RESTRICTIONS; NO DEFAULTS. Neither any Loan Party nor any of its Subsidiaries is a party to any indenture, loan or credit agreement or any lease or other agreement or instrument or subject to any charter or corporate restriction that would reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any of its Subsidiaries is in default under or with respect to any Contractual Obligation owed by it, other than those defaults which in the aggregate would not have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 4.11 INVESTMENT COMPANY ACT; PUBLIC UTILITY HOLDING COMPANY ACT. None of the Borrower nor any Subsidiary of the Borrower is (a) an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended or (b) a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company," as each such term is defined and used in the Public Utility Holding Company Act of 1935, as amended.

SECTION 4.12 USE OF PROCEEDS. The proceeds of the Term Loan are being used by the Borrower (and, to the extent distributed to them by the Borrower, each other Loan Party) solely for working capital and general corporate purposes in compliance with all applicable Requirements of Law.

SECTION 4.13 LABOR MATTERS. Neither the business nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that could be reasonably expected to have a Material Adverse Effect.

SECTION 4.14 ERISA. Each employee benefit plan of the Borrower or any of its Subsidiaries which is intended to qualify under Section 401 of the

Code does so qualify, and any trust created thereunder is exempt from tax under the provisions of Section 501 of the Code, except where such failures in the aggregate would not have a Material Adverse Effect. Each Title IV Plan is in compliance in all material respects with applicable provisions of ERISA, the Code and other Requirements of Law except for non-compliances that in the aggregate would not have a Material Adverse Effect. There has been no, nor is there reasonably expected to occur, any ERISA Event which would be reasonably expected to have a Material Adverse Effect. None of

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the Borrower, any of the Borrower's Subsidiaries or any ERISA Affiliate would have any Withdrawal Liability as a result of a complete withdrawal as of the date hereof from any Multiemployer Plan.

SECTION 4.15 ENVIRONMENTAL MATTERS. The operations of the Borrower and each of its Subsidiaries have been and are in compliance with all Environmental Laws, including obtaining and complying with all required environmental, health and safety Permits, other than non-compliances that in the aggregate would not have a Material Adverse Effect. None of the Borrower or any of its Subsidiaries or any real property currently or, to the knowledge of the Borrower, previously owned, operated or leased by or for the Borrower or any of its Subsidiaries is subject to any pending or, to the knowledge of the Borrower, threatened, claim, order, agreement, notice of violation, notice of potential liability or is the subject of any pending or threatened proceeding or governmental investigation under or pursuant to Environmental Laws other than those that in the aggregate would not be reasonably expected to have a Material Adverse Effect. None of the Borrower or any of its Subsidiaries is a treatment, storage or disposal facility requiring a Part B permit under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the regulations thereunder or any state analog.

SECTION 4.16 TITLE; REAL PROPERTY; LEASED PROPERTY. Set forth on Schedule 4.16(a) is a complete and accurate list of all real property owned by any Loan Party or any of its Subsidiaries in the United States, showing as of the date hereof the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof. Each Loan Party or such Subsidiary has good, marketable and insurable fee simple title to such real property, free and clear of all Liens, other than Liens created or permitted by the Loan Documents. Set forth on Schedule 4.16 (b) is a complete and accurate list of all leases of real property in the United States under which any Loan Party or any of its Subsidiaries is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof. Each such lease is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms.

SECTION 4.17 PERMITTED BANK DEBT AND SENIOR INDEBTEDNESS. The Term Loan and the other Obligations constitute "Permitted Bank Debt" as defined in the Borrower's Indentures (other than the Indentures with respect to the Convertible Subordinated Notes). The Term Loan and the other Obligations and each Subsidiary Guarantee respectively constitute "Senior Debt" of the Borrower and of such Subsidiary Guarantor for the purposes of the Senior Subordinated Notes Indenture and any other Subordinated Debt, and both "Designated Senior Debt" and "Senior Debt" for the purposes of the Indentures with respect to the Convertible Subordinated Notes.

ARTICLE V

COVENANTS

The Borrower agrees with the Lenders and the Administrative Agent to each of the following, as long as the Commitments or any Obligation remains outstanding and, in each case, unless the Requisite Lenders otherwise consent in writing:

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SECTION 5.1 FINANCIAL STATEMENT, REPORTS AND OTHER INFORMATION. The Borrower shall furnish to the Administrative Agent (with sufficient copies for each of the Lenders) each of the following:

(a) within 45 days after the end of each of the first three Fiscal Quarters of each fiscal year, financial information regarding the Borrower and its Subsidiaries consisting of Consolidated unaudited balance sheets as of the close of such quarter and the related statements of income and cash flow for such quarter and that portion of the fiscal year ending as of the close of such quarter, setting forth in comparative form the figures for the corresponding period in the prior year, in each case certified by an Officer of the Borrower as fairly presenting the Consolidated financial position of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in accordance with GAAP (subject to the absence of footnote disclosure and normal year-end audit adjustments);

(b) within 90 days after the end of each fiscal year, financial information regarding the Borrower and its Subsidiaries consisting of Consolidated and consolidating balance sheets of the Borrower and its Subsidiaries as of the end of such year and related statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal year, all prepared in conformity with GAAP and certified, in the case of such Consolidated Financial Statements, without qualification as to the scope of the audit or as to the Borrower being a going concern by the Borrower's independent public accountants (who shall be a firm of established national reputation);

(c) whether or not required by the rules and regulations of the SEC, the Borrower shall file with the SEC, if permitted, all of the reports and other information as it would be required to file with the SEC by Sections 13(a) and 15(d) under the Exchange Act as if it were subject thereto. Promptly after the filing thereof, the Borrower shall send the Administrative Agent copies of such reports and other information; and

(d) the Borrower shall provide the Administrative Agent or any Lender with such other information respecting the business, properties, condition, financial or otherwise, or operations of the Borrower or any Subsidiary of the Borrower as the Administrative Agent or such Lender through the Administrative Agent may from time to time reasonably request.

SECTION 5.2 COMPLIANCE CERTIFICATE.

(a) The Borrower shall deliver to the Administrative Agent, within 90 days after the end of each fiscal year of the Borrower, an Officers' Certificate stating that a review of the activities of the Borrower and its Subsidiaries during the preceding fiscal year has been made under the supervision of the Officer signing such certificate with a view to determining whether the Borrower and the other Loan Parties have kept, observed, performed and fulfilled their obligations under this Agreement and the other Loan Documents, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Borrower and each other Loan Party has kept, observed, performed and fulfilled each and every covenant contained in this Agreement and is not in default in the performance or observance of any of the terms, provisions and conditions of this Agreement and the other Loan Documents (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Borrower or such Loan Party is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the

principal of or interest, if any, on the Term Loan is prohibited or if such event has occurred, a description of the event and what action the Borrower or such Loan Party is taking or proposes to take with respect thereto.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial statements delivered pursuant to Section 5.1 (Financial Statement, Reports) above shall be accompanied by a written statement of the Borrower's independent

public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Borrower has violated any provisions of this Article V (Covenants) or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c) The Borrower shall deliver to the Administrative Agent, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Borrower is taking or proposes to take with respect thereto.

Any failure of the Borrower to take any action within a period of time explicitly or implicitly required by this Section 5.1 (Financial Statements, Reports, and other Information) or Section 5.2 (Compliance Certificate) shall be deemed cured upon the Borrower taking such action.

SECTION 5.3 TAXES. The Borrower shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Lenders.

SECTION 5.4 STAY, EXTENSION AND USURY LAWS. The Borrower covenants (to the extent that it may lawfully do so) that it shall not, and that none of the other Loan Parties shall, at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Agreement or any other Loan Document; and the Borrower hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Administrative Agent, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 5.5 RESTRICTED PAYMENTS.

(a) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly (i) declare or pay any dividend or make any other payment or distribution on account of the Borrower's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Borrower or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Borrower's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Borrower or to the Borrower or a Restricted Subsidiary of the Borrower), (ii) purchase,

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redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Equity Interests of the Borrower or any direct or indirect parent of the Borrower or any Restricted Subsidiary of the Borrower (other than any such Equity Interests owned by the Borrower or any Restricted Subsidiary of the Borrower), (iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Debt, except a payment of interest or principal at the Stated Maturity thereof, or (iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(A) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(B) the Borrower would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have

been permitted to incur at least \$1.00 of additional Indebtedness pursuant to Section 5.7(a) (Incurrence of Indebtedness and Issuance of Preferred Stock); and

(C) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Borrower and its Restricted Subsidiaries after the Closing Date (excluding Restricted Payments permitted by clauses (ii), (iii), (iv), (vii) and (ix) of Section 5.5(b) below), is less than the sum, without duplication, of (i) 50% of the Consolidated Net Income of the Borrower for the period (taken as one accounting period) from the beginning of the fiscal quarter commencing on April 1, 2003 to the end of the Borrower's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus (ii) 100% of the aggregate net cash proceeds received by the Borrower since May 8, 2003 as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Borrower (other than Disqualified Stock) (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Borrower), plus (iii) to the extent that any Restricted Investment that was made after the Closing Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of (x) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (y) the initial amount of such Restricted Investment, plus (iv) the amount by which (1) Indebtedness (other than Disqualified Stock) of the Borrower or any Restricted Subsidiary issued after the Closing Date is reduced on the Borrower's consolidated balance sheet (if prepared in accordance with GAAP as of the date of determination) and (2) Disqualified Stock of the Borrower issued after the Closing Date (held by any Person other than any Restricted Subsidiary) is reduced (measured with reference to its redemption or repurchase price), in each case, as a result of the conversion or exchange of any such Indebtedness or Disqualified Stock into Equity Interests (other than Disqualified Stock) of the Borrower, less, in each case, any cash distributed by the Borrower upon such conversion or exchange, plus (v) to the extent that any Investment in any Unrestricted Subsidiary that was made after the Closing Date is sold for cash or otherwise liquidated, repaid for cash or such Unrestricted Subsidiary is converted into a Restricted Subsidiary, the lesser of (x) an amount equal to the sum of (I) the net reduction in Investments in Unrestricted Subsidiaries resulting from dividends, repayments of loans or advances or other transfers of assets, in each case to

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the Borrower or any Restricted Subsidiary from Unrestricted Subsidiaries, and (II) the fair market value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary, and (y) the remaining amount of the Investment in such Unrestricted Subsidiary which has not been repaid or converted into cash or assets.

(b) Section 5.5(a) above will not prohibit (i) the payment of any dividend within 60 days after the date of declaration thereof, if at the date of declaration no Default or Event of Default has occurred and is continuing or would be caused thereby and such payment would have complied with the provisions of this Agreement, (ii) the making of any payment on or with respect to, or in connection with, the redemption, repurchase, retirement, defeasance or other acquisition of, any Indebtedness of the Borrower or any Restricted Subsidiary that is subordinated to the Term Loan or of any Equity Interests of the Borrower or any Restricted Subsidiary in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Borrower) of, Equity Interests (other than Disqualified Stock) of the Borrower or any subordinated Indebtedness of the Borrower; provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (a)(C)(ii) above, (iii) the making of any payment on or with respect to, or in connection with, the defeasance, redemption, repurchase or other acquisition of Indebtedness of the Borrower or any Restricted Subsidiary that is subordinated to the Term Loan with the net cash proceeds from the incurrence of Permitted Refinancing Indebtedness, (iv) the payment of any dividend by a Restricted

Subsidiary of the Borrower to the holders of its common Capital Stock on a pro rata basis, (v) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Borrower or any Restricted Subsidiary of the Borrower held by any employee of the Borrower or any Restricted Subsidiary pursuant to any employee equity subscription agreement, stock ownership plan or stock option agreement in effect from time to time; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed \$2,000,000 in any twelve-month period and \$10,000,000 in the aggregate, (vi) the making of any payment on or with respect to, or repurchase, redemption, defeasance or other acquisition or retirement for value of the Borrower's 5.75% subordinated convertible notes due 2006 or its 5.0% subordinated convertible notes due 2007 in connection with (A) so long as no Event of Default has occurred and is continuing or would be caused thereby, an optional redemption of such subordinated convertible notes on or after the dates such notes become redeemable, or (B) the honoring by the Borrower of any conversion request into Capital Stock (other than Disqualified Stock) by a holder of the convertible notes or any future convertible notes of the Borrower (including the payment by the Borrower of any cash in lieu of fractional shares) in accordance with their terms, (vii) that portion of Investments the payment for which consists exclusively of Equity Interests (other than Disqualified Stock) of the Borrower, (viii) so long as no Default has occurred and is continuing or would be caused thereby, other Restricted Payments in an aggregate amount not to exceed \$75,000,000, (ix) the repurchase of Equity Interests of the Borrower that may be deemed to occur upon the exercise of stock options if such Equity Interests represent a portion of the exercise price thereof, (x) any payments to one or more shareholders of the Borrower in connection with settling shareholder obligations for income taxes in respect of tax periods ending prior to the conversion of the Borrower from "S" corporation status to "C" corporation status, (xi) in the case of an Asset Sale, any mandatory offer to repurchase the Senior Subordinated Notes in connection with an Asset Sale after the Borrower has complied with its obligations to the Lenders under Sections 2.6(a) (Mandatory Prepayments) and 5.8 (Asset Sales), and (xii) in the case of a Change of

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Control, any mandatory offer to repurchase the Senior Subordinated Notes in connection with a Change of Control after the Borrower has complied with its obligations to the Lenders under Section 2.6(b) (Mandatory Prepayments).

(c) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Borrower or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant with a fair market value in excess of \$1,000,000 but less than \$5,000,000 shall be evidenced by an Officers' Certificate which shall be delivered to the Administrative Agent. The fair market value of any assets or securities that are required to be valued by this covenant with a fair market value in excess of \$5,000,000 shall be determined by the Board of Directors whose resolution with respect thereto shall be delivered to the Administrative Agent. Not later than the date of making any Restricted Payment, the Borrower shall deliver to the Administrative Agent an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 5.5 were computed, together with a copy of any fairness opinion or appraisal required by this Agreement.

SECTION 5.6 DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES. The Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (a) (i) pay dividends or make any other distributions to the Borrower or any of its Restricted Subsidiaries (A) on its Capital Stock or (B) with respect to any other interest or participation in, or measured by, its profits or (ii) pay any indebtedness owed to the Borrower or any of its Restricted Subsidiaries, (b) make loans or advances to the Borrower or any of its Restricted Subsidiaries or (c) transfer any of its properties or assets to the Borrower or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reasons of (i) Existing Indebtedness as in

effect on the date hereof and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof, provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in such Existing Indebtedness, as in effect on the date hereof, (ii) this Agreement, (iii) applicable law, (iv) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Borrower or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Agreement to be incurred, (v) customary non-assignment provisions in leases, licenses and other contracts entered into in the ordinary course of business and consistent with past practices, (vi) purchase money obligations or Capital Lease Obligations for property acquired in the ordinary course of business that impose restrictions on the property so acquired of the nature described in clause (c) above, (vii) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts dividends, distributions, loans, advances or transfers by such Restricted Subsidiary pending its sale or other disposition, (viii) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced, (ix) agreements

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entered into with respect to Liens securing Indebtedness otherwise permitted to be incurred pursuant to the provisions of Section 5.10 (Liens) that limit the right of the Borrower or any of its Restricted Subsidiaries to dispose of the assets subject to such Lien, (x) provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business, (xi) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business, (xii) any Receivables Program, and (xiii) any restriction imposed pursuant to contracts for the sale of assets with respect to the transfer of the assets to be sold pursuant to such contract.

SECTION 5.7 INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF PREFERRED STOCK.

(a) The Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Borrower will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; provided, however, that the Borrower and any Restricted Subsidiary that is a Subsidiary Guarantor may incur Indebtedness (including Acquired Debt), and the Borrower may issue Disqualified Stock, and any Restricted Subsidiary that is a Subsidiary Guarantor may issue preferred stock, if the Consolidated Interest Expense Coverage Ratio for the Borrower's most recently ended four full fiscal quarters (the "Reference Period") for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

(b) Section 5.7(a) above will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(i) the incurrence by the Borrower and any Restricted Subsidiary of any Permitted Bank Debt; provided that the aggregate principal amount of all Permitted Bank Debt and the Obligations at any one time outstanding shall not exceed the greater of (x) \$100,000,000 plus 85% of the consolidated accounts receivable of the Borrower plus 50% of the

consolidated inventory of the Borrower and (y) the product of 2.25 times the Consolidated Cash Flow for the Borrower's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Permitted Bank Debt is incurred;

(ii) the incurrence by the Borrower and its Subsidiaries of Existing Indebtedness;

(iii) the incurrence by the Borrower and each Subsidiary Guarantor of the Obligations;

(iv) the incurrence by the Borrower or any of its Restricted Subsidiaries of (a) Indebtedness incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in the business of the Borrower or any of its Restricted Subsidiaries and (b) Capital Lease Obligations, in an aggregate amount at any time outstanding, including all

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Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (iv), not to exceed the greater of \$75,000,000 and 10% of the Borrower's Consolidated Net Assets;

(v) the incurrence by the Borrower or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace, Indebtedness (other than intercompany Indebtedness) that was permitted by this Agreement to be incurred under Section 5.7(a) or clauses (ii), (v), (xiii) or (xiv) of this Section 5.7(b);

(vi) the incurrence by the Borrower or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Borrower and any of its Restricted Subsidiaries; provided, however, that: (a) if the Borrower or any Subsidiary Guarantor is the obligor on such Indebtedness and such Indebtedness is in favor of a Restricted Subsidiary other than a Wholly Owned Restricted Subsidiary, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations of the Borrower and the obligations of such Subsidiary Guarantor pursuant to the Subsidiary Guaranty, as applicable, and (b) (I) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Borrower or a Wholly Owned Restricted Subsidiary thereof and (II) any sale or other transfer of any such Indebtedness to a Person that is not either the Borrower or a Wholly Owned Restricted Subsidiary thereof; shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Borrower or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (vi);

(vii) the incurrence by the Borrower or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate, commodity or currency risk in the ordinary course of business for bona fide hedging purposes; provided that the notional principal amount of any such Hedging Obligation with respect to interest rates does not exceed the amount of Indebtedness or other liability to which such Hedging Obligation relates;

(viii) the Guarantee by the Borrower or any of the Subsidiary Guarantors or a Restricted Subsidiary of the Borrower that was permitted to be incurred by another provision of this Section 5.7;

(ix) the incurrence by the Borrower's Unrestricted Subsidiaries of Non-Recourse Debt; provided, however, that if any such Indebtedness ceases to be Non-Recourse Debt of an Unrestricted Subsidiary, such event shall be deemed to constitute an incurrence of Indebtedness by a Restricted Subsidiary of the Borrower that was not permitted by this clause (ix);

(x) the incurrence of Indebtedness solely in respect of

performance, surety and similar bonds or completion or performance Guarantees, to the extent that such incurrence does not result in the incurrence of any obligation for the payment of borrowed money to others;

(xi) the incurrence of Indebtedness arising from the agreements of the Borrower or a Restricted Subsidiary of the Borrower providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in

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connection with the disposition of any business, assets or a Subsidiary; provided, however, that: (a) such Indebtedness is not reflected as a liability on the balance sheet of the Borrower or any Restricted Subsidiary of the Borrower, and (b) the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the fair market value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received by the Borrower and its Restricted Subsidiaries in connection with such disposition;

(xii) the accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock; provided, in each such case, that the amount thereof is included in Consolidated Interest Expense of the Borrower as accrued;

(xiii) the incurrence of Indebtedness by Foreign Subsidiaries in an amount not to exceed 10% of the Total Tangible Assets of the Foreign Subsidiaries, taken as a whole; and

(xiv) the incurrence by the Borrower or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (xiv), not to exceed \$50,000,000.

(c) Indebtedness or preferred stock of any Person which is outstanding at the time such Person becomes a Restricted Subsidiary of the Borrower (including upon designation of any Subsidiary or other Person as a Restricted Subsidiary) or is merged with or into or consolidated with the Borrower or a Restricted Subsidiary of the Borrower shall be deemed to have been incurred at the time such Person becomes such a Restricted Subsidiary of the Borrower or is merged with or into or consolidated with the Borrower or a Restricted Subsidiary of the Borrower, as applicable.

(d) The Borrower will not incur any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of the Borrower unless such Indebtedness is also contractually subordinated in right of payment to the Term Loan on substantially identical terms; provided, however, that no Indebtedness of the Borrower shall be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Borrower solely by virtue of any Liens, Guarantees, maturity of payments or structural seniority.

(e) For purposes of determining compliance with this Section 5.7, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (xiv) above, or is entitled to be incurred pursuant to Section 5.7(a), the Borrower shall, in its sole discretion, classify or reclassify such item of Indebtedness (or any part thereof) in any manner that complies with this Section 5.7 and such item of Indebtedness shall be treated as having been incurred pursuant to only one of such clauses or pursuant to Section 5.7(a). For purposes of determining any particular amount of Indebtedness under this Section 5.7, Guarantees, Liens or obligations in support of letters of

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credit supporting Indebtedness shall not be included to the extent such letters of credit are included in the amount of such Indebtedness. Any increase in the amount of any Indebtedness solely by reason of currency fluctuations shall not be considered an incurrence of Indebtedness for purposes of this covenant. Accrual of interest and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 5.7.

SECTION 5.8 ASSET SALES.

(a) The Borrower shall not, and shall not permit any of its Restricted Subsidiaries to (i) sell, lease, convey or otherwise dispose of any assets or rights (including by way of a sale-and-leaseback) other than sales of inventory in the ordinary course of business (provided, that the sale, lease, conveyance or other distribution of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, shall be governed by the provisions of Sections 2.6(b) (Mandatory Prepayments) and 5.16 (Merger, Consolidation and Sale of Assets) and not by Section 5.8(c)), or (ii) with respect to the Borrower, sell Equity Interests in any of its Subsidiaries, or (iii) with respect to the Borrower's Restricted Subsidiaries, issue Equity Interests (each of the foregoing, an "Asset Sale"), unless (x) the Borrower (or the Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value (evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Administrative Agent) of the assets sold or otherwise disposed of and (y) at least 75% of the consideration received therefor by the Borrower or such Restricted Subsidiary is in the form of cash or other Qualified Proceeds.

(b) Notwithstanding the foregoing, the following shall not be deemed to be Asset Sales: (i) any single transaction or series of related transactions that (a) involves assets having a fair market value of less than \$2,000,000 or (b) results in net proceeds to the Borrower and its Restricted Subsidiaries of less than \$2,000,000, (ii) a transfer of assets between or among the Borrower and any Restricted Subsidiary, (iii) an issuance of Equity Interests by a Restricted Subsidiary to the Borrower or to another Wholly Owned Restricted Subsidiary, (iv) the sale, lease, conveyance or other disposition of any Receivable Program Assets by the Borrower or any Restricted Subsidiary in connection with a Receivables Program, (v) the sale, lease, conveyance or other disposition of any inventory, receivables or other current assets by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business, (vi) the granting of a Permitted Lien, (vii) the licensing by the Borrower or any Restricted Subsidiary of intellectual property in the ordinary course of business or on commercially reasonable terms, (viii) the sale, lease, conveyance or other disposition of obsolete or worn out equipment or equipment no longer useful in the Borrower's business, and (ix) the making or liquidating of any Restricted Payment or Permitted Investment that is permitted by Section 5.5 (Restricted Payments).

(c) Within 365 days after the receipt of any Net Proceeds from any Asset Sale, the Borrower (or such Restricted Subsidiary) may apply such Net Proceeds from such Asset Sale, at its option, either (i) to repay Permitted Bank Debt or, in accordance with Section 2.5 (Optional Prepayments), the Term Loan, and if such Permitted Bank Debt is revolving debt, to effect a corresponding commitment reduction thereunder; provided, however, that in the event that any Permitted Bank Debt is secured by the Collateral by a Lien having the same or junior priority to the Lien securing the Term Loan, then to the extent that such Permitted Bank Debt requires a mandatory prepayment thereof with any such Net Proceeds from Assets Sales, then the Borrower shall apply such Net Proceeds to the extent required by Section 2.6(a)(II) (Mandatory Prepayments), (ii) to acquire all or substantially all of the assets of, or a majority of the Voting

Stock of, another Permitted Business, (iii) to make a capital expenditure, or (iv) to acquire any other long-term assets that are used or useful in a Permitted Business. Pending the final application of any such Net Proceeds, the

Borrower (or such Restricted Subsidiary) may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by this Agreement. Any Net Proceeds from such Asset Sale that are not finally applied or invested as provided in the first sentence of this paragraph will be deemed to constitute "Excess Proceeds." The Borrower shall apply such Excess Proceeds to the extent required by Section 2.6(a)(I) (Mandatory Prepayments), and following such application, the amount of Excess Proceeds will be deemed to be reset at zero.

SECTION 5.9 TRANSACTIONS WITH AFFILIATES.

(a) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless (A) such Affiliate Transaction (when viewed together with related Affiliate Transactions, if any) is on terms that are no less favorable to the Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Restricted Subsidiary with an unrelated Person, and (B) the Borrower delivers to the Administrative Agent (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$10,000,000, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors (of which there must be at least one), and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$25,000,000, an opinion as to the fairness to the Lenders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing; provided that (x) the Borrower and its Restricted Subsidiaries may enter into Affiliate Transactions pursuant to the Supply Agreement, the Foundry Agreement, the Asset Purchase Agreement, the Transition Services Agreement and the Intellectual Property Rights Licensing Agreement, and may amend, modify and supplement such agreements from time to time, so long as the Borrower shall have determined that any such amendment, modification or supplement will not have a material adverse economic effect on the Borrower and its Subsidiaries, taken as a whole, and (y) the Borrower and its Restricted Subsidiaries may only enter into transactions pursuant to the Supply Agreement, the Foundry Agreement, the Asset Purchase Agreement, the Transition Services Agreement and the Intellectual Property Rights Licensing Agreement, and amend, modify and supplement such agreements from time to time, in circumstances in which clause (x) is not applicable, if a majority of the disinterested members of the Board of Directors (of which there must be at least one) shall have approved such transaction, amendment, modification or supplement; provided, further, that in the case of both clauses (x) and (y), the Borrower shall deliver to the Administrative Agent within 30 days of such transaction, amendment, modification or supplement an Officers' Certificate (1) describing the transaction, amendment, modification or supplement approved, (2) in the case of transactions, amendments, modifications and supplements to which clause (x) is applicable, setting forth the determination of the Borrower required pursuant to clause (x), and (3) in the case of transactions, amendments, modifications and supplements to which clause (y) is applicable, attaching a resolution of the Board of Directors certifying that such Affiliate Transaction complies with this covenant.

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(b) The following items shall not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 5.9(a):

(i) any employment agreement or arrangement entered into by the Borrower or any of its Restricted Subsidiaries or any employee benefit plan available to employees of the Borrower and its Subsidiaries generally, in each case in the ordinary course of business and consistent with the past practice of the Borrower or such Restricted Subsidiary;

(ii) Affiliate Transactions between or among the Borrower and/or its Restricted Subsidiaries;

(iii) payment of reasonable directors fees to Persons who are not otherwise Affiliates of the Borrower and indemnity provided on behalf of officers, directors and employees of the Borrower or any of its Restricted Subsidiaries as determined in good faith by the Board of Directors of the Borrower;

(iv) any Affiliate Transactions pursuant to which the Borrower makes short-term advances or otherwise makes short-term loans to Anam Semiconductor, Inc., which advances or loans are to be repaid by Anam Semiconductor, Inc. (i) within three months from the date of such advance or loan and (ii) by offsets by the Borrower of amounts payable by the Borrower to Anam Semiconductor, Inc. pursuant to the Supply Agreement, if a majority of the disinterested members of the Board of Directors (of which there must be at least one) shall have approved such transaction, amendment, modification or supplement; provided that the total amount of such advances and loans outstanding at any one time shall not exceed \$50,000,000; and

(v) any Restricted Payments that are permitted by Section 5.5 (Restricted Payments.).

(c) For purposes of this Section 5.9, any transaction or series of related Affiliate Transactions between the Borrower or any Restricted Subsidiary and an Affiliate that is approved by a majority of the disinterested members of the Board of Directors (of which there must be at least one to utilize this method of approval) and evidenced by a board resolution or for which a fairness opinion has been issued shall be deemed to be on terms that are no less favorable to the Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Restricted Subsidiary with an unrelated Person and thus shall be permitted under this Section 5.9.

SECTION 5.10 LIENS. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness on any asset now owned or hereafter acquired, other than Permitted Liens, provided, however, that any such Lien on the Collateral securing Permitted Bank Debt shall be subject to an intercreditor agreement which contains substantially similar terms to Exhibit G (Form of Intercreditor Agreement), or otherwise is in form and substance reasonably satisfactory to the Administrative Agent. The Administrative Agent and the Collateral Agent agree, and are hereby authorized by each Lender, following a request from the Borrower in connection with the incurrence of any Permitted Bank Debt, to enter into one or more Intercreditor Agreements from time to time which meet the requirements of this Section 5.10; provided, however, that the Borrower shall provide to the Administrative Agent such legal

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opinions and other documentation (each in form and substance satisfactory to the Administrative Agent) in connection therewith as the Administrative Agent may reasonably request.

SECTION 5.11 CORPORATE EXISTENCE. Subject to Section 5.16 (Merger, Consolidation, or Sale of Assets), the Borrower shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Borrower or any such Subsidiary and (ii) the rights (charter and statutory), licenses and franchises of the Borrower and its Subsidiaries; provided, however, that the Borrower shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Lenders.

SECTION 5.12 AMENDMENT OF SUBORDINATION PROVISIONS. The Borrower will not amend, modify or alter the terms of the Senior Subordinated Notes Indenture or any other Subordinated Debt in any way that will (i) increase the

rate of or change the time for payment of interest on any Subordinated Debt, (ii) increase the principal of, advance the final maturity date of or shorten the Weighted Average Life to Maturity of any Subordinated Debt, (iii) alter the redemption provisions or the price or terms at which the Borrower is required to offer to purchase any Subordinated Debt, or (iv) amend the subordination provisions of any Subordinated Debt (including Article 10 of the Senior Subordinated Notes Indenture).

SECTION 5.13 LIMITATION ON ISSUANCES AND SALES OF CAPITAL STOCK IN WHOLLY OWNED SUBSIDIARIES. The Borrower (a) shall not, and shall not permit any of Wholly Owned Restricted Subsidiaries of the Borrower to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any Wholly Owned Restricted Subsidiary of the Borrower to any Person (other than the Borrower or a Wholly Owned Restricted Subsidiary of the Borrower), unless (i) such transfer, conveyance, sale, lease or other disposition is of all the Equity Interests in such Wholly Owned Restricted Subsidiary or immediately following such transfer, conveyance, sale, lease or other disposition, the Wholly Owned Restricted Subsidiary is a Restricted Subsidiary and (ii) the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with Section 5.8 (Asset Sales), and (b) shall not permit any Wholly Owned Restricted Subsidiary of the Borrower to issue any of its Equity Interests (other than, if necessary, shares of its Capital Stock constituting directors' qualifying shares) to any Person other than to the Borrower or a Wholly Owned Restricted Subsidiary of the Borrower unless immediately following such issuance the Wholly Owned Restricted Subsidiary is a Restricted Subsidiary.

SECTION 5.14 DESIGNATION OF RESTRICTED AND UNRESTRICTED SUBSIDIARIES. The Board of Directors of the Borrower may designate any Restricted Subsidiary to be an Unrestricted Subsidiary so long as such designation would not cause a Default or Event of Default hereunder. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, all outstanding Investments owned by the Borrower and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will reduce the amount available for Restricted Payments under Section 5.5(a) (Restricted Payments) or Permitted Investments, as applicable. All such outstanding Investments will be valued at their fair market value at the time of such designation. That designation will only be permitted if such Restricted Payment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors may redesignate any

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Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default or Event of Default.

SECTION 5.15 LIMITATION ON SALE AND LEASEBACK TRANSACTIONS.

(a) The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any sale and leaseback transaction; provided, however, that the Borrower or any Restricted Subsidiary may enter into a sale and leaseback transaction if (i) the Borrower or such Restricted Subsidiary, as applicable, could have incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction (if the lease is in the nature of an operating lease, otherwise the amount of Indebtedness) under the Consolidated Interest Expense Coverage Ratio test in Section 5.7(a) (Incurrence of Indebtedness and Issuance of Preferred Stock), and (ii) the transfer of assets in that sale and leaseback transaction is permitted by, and the Borrower applies the proceeds of such transaction in compliance with, Section 5.8 (Asset Sales).

(b) The restrictions in Section 5.15(a) shall not apply to any sale and leaseback transaction if (i) the transaction is solely between the Borrower and any Restricted Subsidiary or between Restricted Subsidiaries, or (ii) the sale and leaseback transaction is consummated within 180 days after the purchase of the assets subject to such transaction.

SECTION 5.16 MERGER, CONSOLIDATION, OR SALE OF ASSETS.

(a) The Borrower shall not, directly or indirectly, consolidate or merge with or into another Person (whether or not the Borrower is the surviving

corporation) or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person, unless (i) the Borrower is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Borrower) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia, (ii) the Person formed by or surviving any such consolidation or merger (if other than the Borrower) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of the Borrower under this Agreement and the other Loan Documents in a manner reasonably satisfactory to the Administrative Agent, (iii) immediately after such transaction no Default or Event of Default exists, (iv) except in the case of the amalgamation, consolidation or merger of the Borrower with or into a Wholly Owned Restricted Subsidiary or with or into any Person solely for the purpose of effecting a change in the state of incorporation of the Borrower, the Borrower or the Person formed by or surviving any such consolidation or merger (if other than the Borrower) shall, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Consolidated Interest Expense Coverage Ratio test set forth in Section 5.7(a) (Incurrence of Indebtedness and Issuance of Preferred Stock.), and (v) the Borrower shall have delivered to the Administrative Agent an Officers' Certificate stating that such consolidation, merger, sale, assignment, transfer, conveyance or other disposition complies with this Agreement. In addition, the Borrower shall not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. The provisions of this Section 5.16 shall not be applicable to a sale, assignment, transfer, conveyance or other disposition of assets by the Borrower to any of its Wholly Owned Restricted Subsidiaries.

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(b) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Borrower in accordance with Section 5.16(a) above, the successor corporation formed by such consolidation or into or with which the Borrower is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement and the other Loan Documents referring to the "Borrower" shall refer instead to the successor corporation and not to the Borrower), and may exercise every right and power of the Borrower under this Agreement with the same effect as if such successor Person had been named as the Borrower herein; provided, however, that the predecessor Borrower shall not be relieved from the obligation to pay the principal of and interest on the Term Loan and the other Obligations except in the case of a sale of all of the Borrower's assets that meets the requirements of Section 5.16(a) above.

(c) The Borrower shall not permit, except in connection with the sale or other disposition in accordance with this Agreement of all the assets or all the Capital Stock of any Subsidiary Guarantor to a Person that is not (either before or after giving effect to such transactions) a Subsidiary of the Borrower, any Subsidiary Guarantor to consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person) another Person unless (i) the Person formed by or surviving any such consolidation or merger (if other than a Subsidiary Guarantor or the Borrower) unconditionally assumes all the obligations of such Subsidiary Guarantor pursuant the Subsidiary Guaranty and the other Loan Documents and (ii) immediately after giving effect to such transaction no Default or Event of Default shall have occurred which is continuing.

SECTION 5.17 MAINTENANCE OF PROPERTIES, ETC. The Borrower shall, and shall cause each of its Subsidiaries to, maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.18 LEDGER. The Borrower shall maintain or cause to be maintained at its address specified in Section 8.8(Notices) an accurate ledger as evidence of all intercompany Indebtedness outstanding among any of the Borrower and its Subsidiaries from time to time.

SECTION 5.19 PLEDGED FOREIGN INTERCOMPANY DEBT. Notwithstanding any other provision of this Agreement or the other Loan Documents, the Borrower shall ensure that, at all times (i) the aggregate principal amount outstanding of Pledged Foreign Intercompany Debt is not less than the product of 1.25 times the aggregate principal amount outstanding of (x) the Obligations and (y) all Permitted Bank Debt which is secured by a Lien on the Pledged Foreign Intercompany Debt, and (ii) each Guarantee of any Pledged Foreign Intercompany Debt given by the Borrower's Subsidiaries shall at all times remain in full force and effect (except with respect to any such Subsidiary all the Capital Stock of which has been disposed of pursuant to an Asset Sale permitted by this Agreement); provided, however, that with respect to any calculation made pursuant to clause (i) above, (A) there shall be excluded from such calculation any Pledged Foreign Intercompany Debt which is owed by a Foreign Subsidiary of the Borrower that, at the time of such calculation, is not Solvent (provided, that for the purposes of making such solvency determination with respect to any such Foreign Subsidiary of the Borrower that is not a Significant Subsidiary, such Foreign Subsidiary's ordinary course dealings and past practices with its Affiliates in connection with the conduct of its business shall be taken into account) or is subject to any bankruptcy or other similar event of the type described in Sections 6.1(f) or (g)

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(Events of Default), and (B) the amount of such Pledged Foreign Intercompany Debt which is owed by any Foreign Subsidiary shall be deemed reduced to the extent that such Pledged Foreign Intercompany Debt is subject to a right of set-off or counterclaim by such Foreign Subsidiary

SECTION 5.20 ADDITIONAL COLLATERAL AND GUARANTEES. To the extent not delivered to the Administrative Agent on or before the Closing Date (including in respect of after-acquired property and Persons that become wholly-owned Subsidiaries of any Loan Party after the Closing Date), the Borrower agrees promptly to do, or cause each of its Subsidiaries to do, each of the following, unless otherwise agreed by the Administrative Agent, subject to the terms of the Intercreditor Agreement:

(a) deliver to the Administrative Agent such duly executed supplements and amendments to the Subsidiary Guaranty, in each case in form and substance reasonably satisfactory to the Administrative Agent and as the Administrative Agent deems necessary or advisable in order to ensure that each Domestic Subsidiary that is a wholly-owned Subsidiary of the Borrower (other than any other Domestic Subsidiary which has total assets of less than \$10,000 and which, when taken together with all other wholly-owned Subsidiaries that are Domestic Subsidiaries but are not Subsidiary Guarantors, have total assets not exceeding \$30,000 in the aggregate) guaranties, as primary obligor and not as surety, the full and punctual payment when due of the Obligations or any part thereof; provided, however, in no event shall any Foreign Subsidiary be required to guaranty the payment of the Obligations;

(b) deliver to the Administrative Agent such duly-executed joinder and amendments to the Pledge and Security Agreement and, if applicable, other Collateral Documents, in each case in form and substance reasonably satisfactory to the Administrative Agent and as the Administrative Agent deems necessary or advisable in order to (i) effectively grant to the Collateral Agent, for the benefit of the Secured Parties, a valid, perfected and enforceable second-priority security interest in the Capital Stock and Stock Equivalents and other debt Securities of any Subsidiary of the Borrower that are owned by the Borrower or any of its Subsidiaries and requested to be pledged by the Administrative Agent and (ii) effectively grant to the Collateral Agent, for the benefit of the Secured Parties, a valid, perfected and enforceable second-priority security interest in all property interests and other assets of any Loan Party; provided, however, in no event shall (x) any Loan Party or any of its Subsidiaries be required to pledge in excess of 66% of the outstanding Voting Stock of any Foreign Subsidiary or (y) any assets of any Foreign Subsidiary be required to be pledged, unless the Borrower and the Administrative Agent otherwise agree;

(c) subject to the requirements of the Intercreditor Agreement, deliver to the Administrative Agent all certificates, instruments and other documents being pledged pursuant to the joinders, amendments and foreign agreements executed pursuant to this Section 5.20, together with undated stock powers endorsed in blank or endorsements in blank, as applicable, in each case executed and delivered by an Officer of such Loan Party or such Subsidiary thereof, as the case may be;

(d) take such other actions necessary or advisable to ensure the validity or continuing validity of the Guarantees required to be given pursuant to this Section 5.20 or to create, maintain or perfect the security interest required to be granted pursuant to this Section 5.20, including the filing of UCC financing statements in such jurisdictions as may be required by the Collateral Documents or by law or as may be reasonably requested by the Administrative Agent;

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(e) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent;

(f) to the extent not previously delivered to the Administrative Agent, upon written request of the Administrative Agent, the Borrower shall, and shall cause each Subsidiary Guarantor to, execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, promptly and in any event not later than 45 days after receipt of such notice (or, if such notice is given by the Administrative Agent prior to the acquisition of such Real Property or Lease, immediately upon such acquisition), a Mortgage on any Real Property or Lease of the Borrower or such Subsidiary Guarantor, together with title policies, surveys, opinion(s) of counsel and other supporting documentation reasonably acceptable to the Administrative Agent; and

(g) With respect to any Pledged Foreign Intercompany Debt used in the calculation set forth in Section 5.19 (Pledged Foreign Intercompany Debt), to the extent not previously delivered to the Administrative Agent, the Borrower shall ensure that the Administrative Agent shall have received a Guarantee of such Pledged Foreign Intercompany Debt from each Foreign Subsidiary together with such supporting documentation (including legal opinions) as the Administrative Agent may reasonably request (each such Guarantee and supporting documentation to be in form and substance reasonably satisfactory to the Administrative Agent); provided however that no such Guarantee shall be required (i) to the extent that it would not be permitted pursuant to any applicable Requirement of Law or (ii) with respect to any Foreign Subsidiary having total assets which are less than \$10,000,000; provided, further, that (i) to the extent that the foregoing Guarantees and supporting documentation have not been delivered to the Administrative Agent on the Closing Date, they shall be delivered to the Administrative Agent within 90 days following the Closing Date (or such later date as the Administrative Agent may agree), and (ii) in the event that the Borrower acquires a Foreign Subsidiary following the Closing Date, the foregoing Guarantees and supporting documentation to the extent required pursuant to this paragraph (g) with respect to such Foreign Subsidiary, shall be delivered to the Administrative Agent within 90 days following the date of such acquisition (or such later date as the Administrative Agent may agree).

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.1 EVENTS OF DEFAULT. Each of the following events shall be an Event of Default:

(a) the Borrower shall fail to pay any principal of the Term Loan when the same becomes due and payable; or

(b) the Borrower or any other Loan Party shall fail to pay any interest on any Term Loan, any fee under any of the Loan Documents or any other Obligation and such non-payment continues for a period of thirty days after the due date therefor; or

(c) the Borrower or any Loan Party fails to observe or perform any covenant or other agreement in this Agreement or the other Loan Documents for 60 days after notice to the Borrower by the Administrative Agent, or any representation warranty made by the

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Borrower or any other Loan Party in any Loan Document is not true and correct in all material respects when made; or

(d) a default occurs under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Borrower or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Borrower or any of its Restricted Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the date of this Agreement, which default (i) is caused by a failure to pay principal of such Indebtedness at the Stated Maturity thereof or (ii) results in the acceleration of such Indebtedness prior to the Stated Maturity thereof, and, in each case, the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness the maturity of which has been so accelerated, aggregates \$10,000,000 or more; or

(e) a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary and such judgment or judgments remain undischarged for a period (during which execution shall not be effectively stayed) of 60 days, provided that the aggregate of all such undischarged judgments exceeds \$10,000,000 (other than amounts covered by insurance); or

(f) within the meaning of Bankruptcy Law, the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; or

(g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary in an involuntary case, (ii) appoints a custodian of the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary or for all or substantially all of the property of the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary; or (iii) orders the liquidation of the Borrower or any of its Significant Subsidiaries or any group of Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary; and in each case the order or decree remains unstayed and in effect for 60 consecutive days; or

(h) any provision of any Loan Document after delivery thereof shall for any reason fail or cease to be valid and binding on, or enforceable against, any Loan Party thereto, or any Loan Party shall so state in writing; or

(i) any Collateral Document shall for any reason fail or cease to create a valid and enforceable Lien on any Collateral purported to be covered thereby or, except as permitted by the Loan Documents, such Lien shall fail or cease to be a perfected Lien having the priority specified in the Intercreditor Agreement, or any Loan Party shall so state in writing.

SECTION 6.2 REMEDIES. During the continuance of any Event of Default, the Administrative Agent (a) may, and, at the request of the Requisite Lenders, shall, by notice to the

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Borrower declare that all or any portion of the Commitments be terminated, whereupon the obligation of each Lender to make the Term Loan shall immediately terminate and (b) may and, at the request of the Requisite Lenders, shall, by notice to the Borrower, declare the Term Loan, all interest thereon and all other amounts and Obligations payable under this Agreement to be forthwith due and payable, whereupon the Term Loan, all such interest and all such amounts and Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that upon the occurrence of the Events of Default specified in Section 6.1(f) or (g) (Events of Default), (x) the Commitments of each Lender to make the Term Loan shall each automatically be terminated and (y) the Term Loan, all such interest and all such amounts and Obligations shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. In addition to the remedies set forth above, subject to the Intercreditor Agreement, the Administrative Agent and, as directed by the Administrative Agent in accordance with Section 7.9 (Actions by the Administrative Agent), the Collateral Agent may exercise any remedies provided for by the Collateral Documents in accordance with the terms thereof or any other remedies provided by applicable law.

ARTICLE VII

THE AGENTS

SECTION 7.1 AUTHORIZATION AND ACTION. Each Lender hereby appoints CNAI as the Administrative Agent and the Collateral Agent hereunder and each Lender authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent or the Collateral Agent, as applicable, under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender hereby authorizes the Administrative Agent and the Collateral Agent to execute and deliver, and to perform its respective obligations under, each of the Loan Documents to which it is a party, to exercise all rights, powers and remedies that the Administrative Agent or the Collateral Agent, as applicable, may have under such Loan Documents and, in the case of the Collateral Agent with respect to the Collateral Documents, to act as agent for the Lenders and the other Secured Parties under such Collateral Documents. Each Lender hereby appoints (i) Merrill Lynch Capital Corporation as Syndication Agent and (ii) JPMorgan Chase Bank as Documentation Agent, and hereby authorizes each of them to act in their respective capacity on behalf of such Lender in accordance with the terms of this Agreement and the other Loan Documents. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including enforcement or collection), the Administrative Agent and the Collateral Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Requisite Lenders, and such instructions shall be binding upon all Lenders; provided, however, that the Administrative Agent and the Collateral Agent shall not be required to take any action that (i) the Administrative Agent or the Collateral Agent in good faith believes exposes it to personal liability unless it receives an indemnification satisfactory to it from the Lenders with respect to such action or (ii) is contrary to this Agreement or applicable law. The Administrative Agent and the Collateral Agent each agree to give to each Lender prompt notice of each notice given to it by any Loan Party pursuant to the terms of this Agreement or the other Loan Documents. In performing its functions and duties hereunder and under the other

Loan Documents, each of the Administrative Agent and the Collateral Agent is acting solely on behalf of the Lenders except to the limited extent provided in Section 2.4(b), and its duties are entirely administrative in nature. Neither Administrative Agent nor the Collateral Agent assume and shall not be deemed to have assumed any obligation other than as expressly set forth herein and in the other Loan Documents or any other relationship as the agent, fiduciary or

trustee of or for any Lender or holder of any other Obligation. The Administrative Agent and the Collateral Agent may perform any of its duties under any Loan Document by or through its agents or employees. The Lead Arranger shall have no obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity. Notwithstanding anything to the contrary contained in this Agreement, each of the Documentation Agent and the Syndication Agent is designated as "Documentation Agent" or "Syndication Agent", as the case may be, for title purposes only and in such capacity shall have no obligations or duties whatsoever under this Agreement or any other Loan Document to any Loan Party or any Lender and shall have no rights (separate from any rights it may have in the event that it becomes a Lender pursuant to Section 8.2(Assignments and Participations)) except as expressly provided in this Agreement.

SECTION 7.2 AGENTS' RELIANCE, ETC. None of the Administrative Agent, the Collateral Agent, nor any of their respective Affiliates or any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it, him, her or them under or in connection with this Agreement or the other Loan Documents, except for its, his, her or their own gross negligence or willful misconduct. Without limiting the foregoing, the Administrative Agent and the Collateral Agent (a) may treat the payee of any Note as its holder until such Note has been assigned in accordance with Section 2.4 (Evidence of Debt), (b) may rely on the Register to the extent set forth in Section 8.2(c) (Assignments and Participations), (c) may consult with legal counsel (including counsel to the Borrower or any other Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (d) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made by or on behalf of the Borrower or any of its Subsidiaries in or in connection with this Agreement or any other Loan Document, (e) shall not have any duty to ascertain or to inquire either as to the performance or observance of any term, covenant or condition of this Agreement or any other Loan Document, as to the financial condition of any Loan Party or as to the existence or possible existence of any Default or Event of Default, (f) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the attachment, perfection or priority of any Lien created or purported to be created under or in connection with, this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto or thereto and (g) shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which writing may be a telecopy or electronic mail) or any telephone message believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.3 POSTING OF APPROVED ELECTRONIC COMMUNICATIONS. Each of the Lenders and the Borrower agree, and the Borrower shall cause each Subsidiary Guarantor to agree, that the Administrative Agent and the Collateral Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Lenders by posting such Approved Electronic Communications on IntraLinks(TM) or a substantially similar electronic

platform chosen by the Administrative Agent and the Collateral Agent to be their electronic transmission system (the "Approved Electronic Platform"). Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent and the Collateral Agent from time to time (including, as of the Closing Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders and the Borrower acknowledges and agrees, and the Borrower shall cause each Subsidiary Guarantor to acknowledge and agree, that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lenders, and the

Borrower hereby approves, and the Borrower shall cause each Subsidiary Guarantor to approve, distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes, and the Borrower shall cause each Subsidiary Guarantor to understand and assume, the risks of such distribution. The Approved Electronic Communications and the Approved Electronic Platform are provided "as is" and "as available". None of the Administrative Agent, the Collateral Agent or any of their respective Affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (the "Agent Affiliates") warrant the accuracy, adequacy or completeness of the Approved Electronic Communications and the Approved Electronic Platform and each expressly disclaims liability for errors or omissions in the Approved Electronic Communications and the Approved Electronic Platform. No Warranty of any kind, express, implied or statutory (including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects) is made by the agent affiliates in connection with the approved electronic communications or the approved electronic platform. Each of the Lenders, and the Borrower agree, and the Borrower shall cause each Subsidiary Guarantor to agree, that the Administrative Agent and the Collateral Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Approved Electronic Communications on the Approved Electronic Platform in accordance with the Administrative Agent's and the Collateral Agent's generally-applicable document retention procedures and policies.

SECTION 7.4 THE AGENTS AS LENDERS. With respect to its Ratable Portion, each Agent that is a Lender shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender. The terms "Lenders", "Requisite Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include, without limitation, each Agent in its individual capacity as a Lender or as one of the Requisite Lenders. Each Agent and each of its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with, any Loan Party as if such Agent were not acting as Agent.

SECTION 7.5 LENDER CREDIT DECISION. Each Lender acknowledges that it shall, independently and without reliance upon any Agent or any other Lender conduct its own independent investigation of the financial condition and affairs of the Borrower and each other Loan Party in connection with the making and continuance of the Term Loan. Each Lender also acknowledges that it shall, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time,

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continue to make its own credit decisions in taking or not taking action under this Agreement and other Loan Documents.

SECTION 7.6 INDEMNIFICATION. Each Lender agrees to indemnify the Administrative Agent, the Collateral Agent and each of their respective Affiliates, and each of their respective directors, officers, employees, agents and advisors (to the extent not reimbursed by the Borrower), from and against such Lender's aggregate Ratable Portion of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements (including fees, expenses and disbursements of financial and legal advisors) of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against, the Administrative Agent, the Collateral Agent or any of their respective Affiliates, directors, officers, employees, agents and advisors in any way relating to or arising out of this Agreement or the other Loan Documents or any action taken or omitted by the Administrative Agent or the Collateral Agent under this Agreement or the other Loan Documents; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's, the Collateral Agent's or such Affiliate's gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse the Administrative Agent or the Collateral Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including fees, expenses and disbursements of financial and legal advisors) incurred by the Administrative Agent or the Collateral Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether

through negotiations, legal proceedings or otherwise) of, or legal advice in respect of its rights or responsibilities under, this Agreement or the other Loan Documents, to the extent that the Administrative Agent or the Collateral Agent is not reimbursed for such expenses by the Borrower or another Loan Party.

SECTION 7.7 SUCCESSOR ADMINISTRATIVE AGENT OR COLLATERAL AGENT. The Administrative Agent or the Collateral Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower. Upon any such resignation, the Requisite Lenders shall have the right to appoint a successor Administrative Agent or Collateral Agent, as applicable. If no successor Administrative Agent or Collateral Agent shall have been so appointed by the Requisite Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Administrative Agent or Collateral Agent, as applicable, selected from among the Lenders. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld and shall not be required upon the occurrence and during the continuance of an Event of Default). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent or as Collateral Agent by a successor Collateral Agent, such successor Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the applicable retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Agent's resignation hereunder as Administrative Agent or Collateral Agent, the retiring Agent shall take such action as may be reasonably necessary to assign to the successor Agent its rights as Administrative Agent or Collateral Agent, as applicable, under the Loan Documents. After such resignation, any retiring Agent shall continue to have the benefit of this Article VII as to any actions taken or omitted to be taken by it while it was Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents. If no Person has accepted the appointment as successor Administrative Agent or successor Collateral Agent as provided above, the Requisite Lenders shall succeed to, and

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become vested with, all the rights, powers, privileges and duties of, the applicable retiring Agent effective upon its resignation.

SECTION 7.8 RELEASE OF COLLATERAL AND SUBSIDIARY GUARANTORS. Each of the Lenders hereby consents to the release and hereby directs the Administrative Agent and the Collateral Agent to release (or subordinate, if applicable):

(a) any Lien held by the Collateral Agent for the benefit of the Lenders in accordance with the terms of the Intercreditor Agreement; and

(b) any Lien held by the Collateral Agent for the benefit of the Lenders against any of the following: (i) all of the Collateral and all Loan Parties, upon termination of the Commitments and payment and satisfaction in full of the Term Loan and all other Obligations that the Collateral Agent has been notified in writing are then due and payable; (ii) any assets that are subject to an Asset Sale or purchase-money or equivalent Lien; (iii) any part of the Collateral sold or disposed of by a Loan Party permitted pursuant to a waiver of or consent to a transaction otherwise prohibited by this Agreement and, where such Asset Sale, or other permitted sale or disposition is of a Subsidiary Guarantor (except any such sale or disposition made to the Borrower or a Subsidiary of the Borrower), each of the Lenders authorizes the Administrative Agent and the Collateral Agent to release such Subsidiary Guarantor from its obligations under the Subsidiary Guaranty upon the consummation of such sale or disposition.

Each of the Lenders and the Administrative Agent hereby direct the Collateral Agent to execute and deliver or file such termination and partial release statements and do such other things as are necessary to release Liens to be released pursuant to this Section 7.8 promptly upon the effectiveness of any such release.

SECTION 7.9 ACTIONS BY THE COLLATERAL AGENT. The Collateral Agent shall take, or refrain from taking, any action as directed in writing by the Administrative Agent. Notwithstanding anything to the contrary provided herein or in the Collateral Documents, the Collateral Agent shall not be obligated to

take, or refrain from taking, any action (i) to the extent the Collateral Agent has received a written advice from its counsel that such action is in conflict with any applicable law, Collateral Document or order of any Governmental Authority or (ii) with respect to which the Collateral Agent, in its reasonable judgment, has not received adequate security or indemnity hereunder or under the Collateral Documents. Nothing in this Section 7.9 shall impair the right of the Collateral Agent in its discretion to take or omit to take any action which is deemed proper by the Collateral Agent under the Collateral Documents and which it believes in good faith is not inconsistent with any direction of the Administrative Agent delivered pursuant to this Section 7.9; provided, however, the Collateral Agent shall not be under any obligation to take any discretionary action under the provisions of this Agreement or any other Collateral Document unless so directed by the Administrative Agent. The Collateral Agent shall be obliged to perform only such duties as are specifically set forth in this Agreement or any Collateral Document, and no implied covenants or obligations shall be read into this Agreement or any Collateral Document against the Collateral Agent. The Collateral Agent shall, upon receipt of any written direction pursuant to this Section 7.9, exercise the rights and powers vested in it by any Collateral Document with respect to such direction, and the Collateral Agent shall not be liable with respect to any action taken or omitted in accordance with such direction. If the Collateral Agent shall seek directions from the Administrative Agent or the Lenders with respect to any action under any Collateral Document, the Collateral Agent shall not be required to take, or refrain from taking, such action until it shall have received such direction. The Collateral

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Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as with similar property for its own account. The powers conferred on the Collateral Agent hereunder and under the Collateral Documents are solely to protect the Collateral Agent's interest in the Collateral (for itself and for the benefit of the Secured Parties) and, except as expressly set forth herein, shall not impose any duty upon the Collateral Agent to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers at the direction of the Administrative Agent, and neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible to any Secured Party or any Loan Party for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

SECTION 7.10 COLLATERAL MATTERS RELATING TO RELATED OBLIGATIONS. The benefit of the Loan Documents and of the provisions of this Agreement relating to the Collateral shall extend to and be available in respect of any Secured Obligation owed to Persons other than the Administrative Agent, the Collateral Agent and the Lenders (collectively, "Related Obligations") solely on the condition and understanding, as among the Collateral Agent and all Secured Parties, that (a) the Related Obligations shall be entitled to the benefit of the Loan Documents and the Collateral to the extent expressly set forth in this Agreement and the other Loan Documents and to such extent the Collateral Agent shall hold, and have the right and power to act with respect to, the Subsidiary Guaranty and the Collateral on behalf of and as agent for the holders of the Related Obligations, but the Collateral Agent is otherwise acting solely as agent for the Lenders and shall have no fiduciary duty, duty of loyalty, duty of care, duty of disclosure or other obligation whatsoever to any holder of Related Obligations, (b) all matters, acts and omissions relating in any manner to the Subsidiary Guaranty, the Collateral, or the omission, creation, perfection, priority, abandonment or release of any Lien, shall be governed solely by the provisions of this Agreement and the other Loan Documents and no separate Lien, right, power or remedy shall arise or exist in favor of any Secured Party under any separate instrument or agreement or in respect of any Related Obligation, (c) each Secured Party shall be bound by all actions taken or omitted, in accordance with the provisions of this Agreement and the other Loan Documents, by the Administrative Agent, the Collateral Agent and the Requisite Lenders, each of whom shall be entitled to act at its sole discretion and exclusively in its own interest given its own Commitments and its own interest in the Term Loan and other Obligations to it arising under this Agreement or the other Loan Documents, without any duty or liability to any other Secured Party or as to any Related Obligation and without regard to whether any Related Obligation remains outstanding or is deprived of the benefit of the Collateral or becomes unsecured

or is otherwise affected or put in jeopardy thereby, (d) no holder of Related Obligations and no other Secured Party (except the Agents and the Lenders, to the extent set forth in this Agreement) shall have any right to be notified of, or to direct, require or be heard with respect to, any action taken or omitted in respect of the Collateral or under this Agreement or the Loan Documents and (e) no holder of any Related Obligation shall exercise any right of setoff, banker's lien or similar right except to the extent provided in Section 8.6 (Right of Set-off) and then only to the extent such right is exercised in compliance with Section 8.7 (Sharing of Payments, Etc.).

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ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 AMENDMENTS, WAIVERS, ETC.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document nor consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be in writing and signed by the Requisite Lenders (or by the Administrative Agent with the consent of the Requisite Lenders) and, in the case of any amendment, by the Borrower, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by each Lender directly affected thereby, in addition to the Requisite Lenders (or the Administrative Agent with the consent thereof), do any of the following: (i) waive any condition specified in Section 3.1 (Conditions Precedent) except with respect to a condition based upon another provision hereof, the waiver of which requires only the concurrence of the Requisite Lenders and, in the case of the conditions specified in Section 3.1 (Conditions Precedent), subject to the provisions of Section 3.2 (Determinations of Initial Borrowing Conditions); (ii) increase the Commitment of such Lender or subject such Lender to any additional obligation; (iii) extend the scheduled final maturity of any Term Loan owing to such Lender, or waive, reduce or postpone any scheduled date fixed for the payment or reduction of principal or interest of any such Term Loan or fees owing to such Lender (it being understood that Section 2.6 (Mandatory Prepayments) does not provide for scheduled dates fixed for payment); (iv) reduce the principal amount of any Term Loan owing to such Lender (other than by the payment or prepayment thereof); (v) reduce the rate of interest on any Term Loan outstanding and owing to such Lender or any fee payable hereunder to such Lender; (vi) postpone any scheduled date fixed for payment of such interest or fees owing to such Lender; (vii) change the aggregate Ratable Portions of Lenders required for any or all Lenders to take any action hereunder; (viii) release all or substantially all of the Collateral except as provided in Section 7.8 (Release of Collateral) or release the Borrower from its payment obligation to such Lender under this Agreement or the Notes owing to such Lender (if any) or release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty except in connection with the sale or other disposition of a Subsidiary Guarantor (or all or substantially all of the assets thereof) permitted by this Agreement (or permitted pursuant to a waiver or consent of a transaction otherwise prohibited by this Agreement); or (ix) amend Section 7.8 (Release of Collateral), Section 8.7 (Sharing of Payments, Etc.), this Section 8.1 or either definition of the terms "Requisite Lenders" or "Ratable Portion"; provided, further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement or the other Loan Documents; and provided, further, that the Administrative Agent may, with the consent of the Borrower, amend, modify or supplement this Agreement or any other Loan Document (x) to cure any typographical error, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender, (y) to provide for the assumption of the Borrower's obligations under the Loan Documents by a successor to the Borrower pursuant to Section 5.17 (Merger, Consolidation, or Sale of Assets) or (z) to make any change that would provide additional rights or benefits to the Lenders or that would not adversely affect the legal rights of any Lender under the Loan Documents.

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(b) The Administrative Agent and the Collateral Agent may, but shall have no obligation to, with the written concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances..

SECTION 8.2 ASSIGNMENTS AND PARTICIPATIONS.

(a) Each Lender may sell, transfer, negotiate or assign to one or more Eligible Assignees all or a portion of its rights and obligations hereunder (including all of its rights and obligations with respect to the Term Loan); provided, however, that (i) the aggregate amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event (if less than the Assignor's entire interest) be less than \$1,000,000 or an integral multiple of \$1,000,000 in excess thereof, except, in either case, (A) with the consent of the Administrative Agent or (B) if such assignment is being made to a Lender or an Affiliate or Approved Fund of such Lender and (ii) if such Eligible Assignee is not, prior to the date of such assignment, a Lender or an Affiliate or Approved Fund of a Lender, such assignment shall be subject to the prior consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed); provided, however, that anything herein to the contrary notwithstanding, the Borrower shall not, at any time, be obligated to make under Section 2.11 (Capital Adequacy) or Section 2.12 (Taxes) to the Eligible Assignee any payment in excess of the amount that Borrower would have been obligated to pay to such assigning Lender in respect of such interest had such assignment not been made.

(b) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Note (if the assigning Lender's Term Loan is evidenced by a Note) subject to such assignment. Upon the execution, delivery, acceptance and recording in the Register of any Assignment and Acceptance and the receipt by the Administrative Agent from the assignee of an assignment fee in the amount of \$3,500 from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall become a party hereto and, to the extent that rights and obligations under the Loan Documents have been assigned to such assignee pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender and (ii) the Notes (if any) corresponding to the Term Loan assigned thereby shall be transferred to such assignee by notation in the Register and (iii) the assignor thereunder shall, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except for those surviving the payment in full of the Obligations) and be released from its obligations under the Loan Documents, other than those relating to events or circumstances occurring prior to such assignment (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under the Loan Documents, such Lender shall cease to be a party hereto).

(c) The Administrative Agent shall maintain at its address referred to in Section 8.8 (Notices, Etc.) a copy of each Assignment and Acceptance delivered to and accepted by it and shall record in the Register the names and addresses of the Lenders and the Commitment of each Lender or, as applicable, the principal amount of the Term Loan owing to each Lender from time to time. Any assignment pursuant to this Section 8.1 shall not be effective until such assignment is recorded in the Register.

(d) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, (i) accept such Assignment and Acceptance, (ii) record or cause to be recorded the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

Within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall, if requested by such assignee, execute and deliver to the Administrative Agent new Notes to the order of such assignee in an amount equal to the Commitments and Term Loan assumed by it pursuant to such Assignment and Acceptance and, if the assigning Lender has surrendered any Note for exchange in connection with the assignment and has retained the Commitment or Term Loan hereunder, new Notes to the order of the assigning Lender in an amount equal to the Commitment and Term Loan retained by it hereunder. Such new Notes shall be dated the same date as the surrendered Notes and be in substantially the form of Exhibit B (Form of Note).

(e) In addition to the other assignment rights provided in this Section 8.1, each Lender may pledge or assign as collateral or otherwise, any of its rights under this Agreement, whether now owned or hereafter acquired (including rights to payments of principal or interest on the Term Loan), to (i) without notice to or consent of the Administrative Agent or the Borrower, any Federal Reserve Bank (pursuant to Regulation A of the Federal Reserve Board) and (ii) without consent of the Administrative Agent or the Borrower, any holder of, or trustee, collateral agent, or collateral administrator for the benefit of, the holders of such Lender's Securities; provided, however, that no such assignment or grant shall release such Lender from any of its obligations hereunder or substitute such pledgee or assignee for such Lender as a party hereto.

(f) Each Lender may sell participations to one or more Persons in or to all or a portion of its rights and obligations under the Loan Documents (including all its rights and obligations with respect to the Term Loan). The terms of such participation shall not, in any event, require the participant's consent to any amendments, waivers or other modifications of any provision of any Loan Documents, the consent to any departure by any Loan Party therefrom, or to the exercising or refraining from exercising any powers or rights such Lender may have under or in respect of the Loan Documents (including the right to enforce the obligations of the Loan Parties), except if any such amendment, waiver or other modification or consent would (i) reduce the amount, or postpone any date fixed for, any amount (whether of principal, interest or fees) payable to such participant under the Loan Documents, to which such participant would otherwise be entitled under such participation or (ii) result in the release of all or substantially all of the Collateral other than in accordance with Section 7.8 (Release of Collateral). In the event of the sale of any participation by any Lender, (w) such Lender's obligations under the Loan Documents shall remain unchanged, (x) such Lender shall remain solely responsible to the other parties for the performance of such obligations, (y) such Lender shall remain the holder of such Obligations for all purposes of this Agreement and (z) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Each participant shall be entitled to the benefits of Sections 2.11 (Capital Adequacy) and 2.12 (Taxes) and of Section 2.10(d) (Illegality) as if it were a Lender; provided, however, that anything herein to the contrary notwithstanding, the Borrower shall not, at any time, be obligated to make under Section 2.11 (Capital Adequacy), 2.12 (Taxes) or 2.10(d) (Illegality) to the participants in the rights and obligations of any Lender (together with such Lender) any payment in excess of the amount the Borrower would have been obligated to pay to such Lender in respect of such interest

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had such participation not been sold and provided, further, that such participant in the rights and obligations of such Lender shall have no right to enforce any of the terms of this Agreement against the Borrower, the Administrative Agent or the other Lenders.

SECTION 8.3 COSTS AND EXPENSES.

(a) The Borrower agrees upon demand to pay, or reimburse the Administrative Agent and the Collateral Agent for, all of its respective reasonable internal and external audit, legal, appraisal, valuation, filing, document duplication and reproduction and investigation expenses and for all other reasonable out-of-pocket costs and expenses of every type and nature (including the reasonable fees, expenses and disbursements of the Administrative Agent's and the Collateral Agent's counsel, Weil, Gotshal & Manges LLP, local legal counsel, auditors, accountants, appraisers, printers and insurance

advisors, and other consultants and agents) incurred by the Administrative Agent or the Collateral Agent in connection with any of the following: (i) such Agent's audit and investigation of the Borrower and its Subsidiaries in connection with the preparation, negotiation or execution of any Loan Document or the Administrative Agent's periodic audits of the Borrower or any of its Subsidiaries, as the case may be, (ii) the preparation, negotiation, execution or interpretation of this Agreement (including, without limitation, the satisfaction or attempted satisfaction of any condition set forth in Article III (Conditions to the Term Loan)), any Loan Document or any proposal letter or commitment letter issued in connection therewith, or the making of the Term Loan hereunder, (iii) the creation, perfection or protection of the Liens under any Loan Document (including any reasonable fees, disbursements and expenses for local counsel in various jurisdictions), (iv) the ongoing administration of this Agreement and the Term Loan, including consultation with attorneys in connection therewith and with respect to the each such Agent's rights and responsibilities hereunder and under the other Loan Documents, (v) the protection, collection or enforcement of any Obligation or the enforcement of any Loan Document, (vi) the commencement, defense or intervention in any court proceeding relating in any way to the Obligations, any Loan Party, any of the Borrower's Subsidiaries, this Agreement or any other Loan Document, (vii) the response to, and preparation for, any subpoena or request for document production with which either such Agent is served or deposition or other proceeding in which the either such Agent is called to testify, in each case, relating in any way to the Obligations, any Loan Party, any of the Borrower's Subsidiaries, this Agreement or any other Loan Document or (viii) any amendment, consent, waiver, assignment, restatement, or supplement to any Loan Document or the preparation, negotiation and execution of the same.

(b) The Borrower further agrees to pay or reimburse the each Agent and each Lender upon demand for all out-of-pocket costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel and costs of settlement), incurred by such Agent or such Lender in connection with any of the following: (i) in enforcing any Loan Document or Obligation or any security therefor or exercising or enforcing any other right or remedy available by reason of an Event of Default, (ii) in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work-out" or in any insolvency or bankruptcy proceeding, (iii) in commencing, defending or intervening in any litigation or in filing a petition, complaint, answer, motion or other pleadings in any legal proceeding relating to the Obligations, any Loan Party, any of the Borrower's Subsidiaries and related to or arising out of the transactions contemplated hereby or by any other Loan Document or (iv) in taking any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) described in clause (i), (ii) or (iii) above.

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SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

SECTION 8.4 INDEMNITIES.

(a) The Borrower agrees to indemnify and hold harmless each Agent, each Lender and each of their respective Affiliates, and each of the directors, officers, employees, agents, trustees, representatives, attorneys, consultants and advisors of or to any of the foregoing (including those retained in connection with the satisfaction or attempted satisfaction of any condition set forth in Article III (Conditions to the Term Loan) (each such Person being an "Indemnitee") from and against any and all claims, damages, liabilities, obligations, losses, penalties, actions, judgments, suits, costs, disbursements and expenses, joint or several, of any kind or nature (including reasonable fees, disbursements and expenses of financial and legal advisors to any such Indemnitee) that may be imposed on, incurred by or asserted against any such Indemnitee in connection with or arising out of any investigation, litigation or proceeding, whether or not such investigation, litigation or proceeding is brought by any such Indemnitee or any of its directors, security holders or creditors or any such Indemnitee, director, security holder or creditor is a party thereto, whether direct, indirect, or consequential and whether based on any federal, state or local law or other statutory regulation, securities or commercial law or regulation, or under common law or in equity, or on contract, tort or otherwise, in any manner relating to or arising out of this Agreement, any other Loan Document, any Obligation, or any act, event or transaction related or attendant to any thereof, or the use or intended use of the proceeds of the Term Loan or in connection with any investigation of any potential matter

covered hereby (collectively, the "Indemnified Matters"); provided, however, that the Borrower shall not have any liability under this Section 8.4 to an Indemnitee with respect to any Indemnified Matter that has resulted primarily from the gross negligence or willful misconduct of that Indemnitee, as determined by a court of competent jurisdiction in a final non-appealable judgment or order. Without limiting the foregoing, "Indemnified Matters" include (i) all Environmental Liabilities and Costs arising from or connected with the past, present or future operations of the Borrower or any of its Subsidiaries involving any property subject to a Collateral Document, or damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Contaminants on, upon or into such property or any contiguous real estate, (ii) any costs or liabilities incurred in connection with any Remedial Action concerning the Borrower or any of its Subsidiaries, (iii) any costs or liabilities incurred in connection with any Environmental Lien and (iv) any costs or liabilities incurred in connection with any other matter under any Environmental Law, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (49 U.S.C. Section 9601 et seq.) and applicable state property transfer laws, whether, with respect to any such matter, such Indemnitee is a mortgagee pursuant to any leasehold mortgage, a mortgagee in possession, the successor in interest to the Borrower or any of its Subsidiaries, or the owner, lessee or operator of any property of the Borrower or any of its Subsidiaries by virtue of foreclosure, except, with respect to those matters referred to in clauses (i), (ii), (iii) and (iv) above, to the extent (x) incurred following foreclosure by the Administrative Agent, the Collateral Agent, any Lender, or the Administrative Agent, the Collateral Agent, or any Lender having become the successor in interest to the Borrower or any of its Subsidiaries and (y) attributable solely to acts of the Administrative Agent, the Collateral Agent, such Lender or any agent on behalf of the Administrative Agent, the Collateral Agent or such Lender.

(b) The Borrower shall indemnify the Administrative Agent, the Collateral Agent and the Lenders for, and hold the Administrative Agent, the Collateral Agent the Lenders harmless from and against, any and all claims for brokerage commissions, fees and other compensation made against the Administrative Agent, the Collateral Agent the Lenders for any

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AMKOR TECHNOLOGY, INC.

broker, finder or consultant with respect to any agreement, arrangement or understanding made by or on behalf of any Loan Party or any of its Subsidiaries in connection with the transactions contemplated by this Agreement.

(c) The Borrower, at the request of any Indemnitee, shall have the obligation to defend against any investigation, litigation or proceeding or requested Remedial Action, in each case contemplated in clause (a) above, and the Borrower, in any event, may participate in the defense thereof with legal counsel of the Borrower's choice. In the event that such Indemnitee requests the Borrower to defend against such investigation, litigation or proceeding or requested Remedial Action, the Borrower shall promptly do so and such Indemnitee shall have the right to have legal counsel of its choice participate in such defense. No action taken by legal counsel chosen by such Indemnitee in defending against any such investigation, litigation or proceeding or requested Remedial Action, shall vitiate or in any way impair the Borrower's obligation and duty hereunder to indemnify and hold harmless such Indemnitee.

(d) The Borrower agrees that any indemnification or other protection provided to any Indemnitee pursuant to this Agreement (including pursuant to this Section 8.4) or any other Loan Document shall (i) survive payment in full of the Obligations and (ii) inure to the benefit of any Person that was at any time an Indemnitee under this Agreement or any other Loan Document.

SECTION 8.5 LIMITATION OF LIABILITY.

(a) The Borrower agrees that no Indemnitee shall have any liability (whether in contract, tort or otherwise) to any Loan Party or any of their respective Subsidiaries or any of their respective equity holders or creditors for or in connection with the transactions contemplated hereby and in the other Loan Documents, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnitee's gross negligence or willful misconduct. In no event, however, shall any Indemnitee be liable on any theory of liability for

any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings). Each of the Borrower hereby waives, releases and agrees (each for itself and on behalf of its Subsidiaries) not to sue upon any such claim for any special, indirect, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(b) IN NO EVENT SHALL ANY AGENT AFFILIATE HAVE ANY LIABILITY TO ANY LOAN PARTY, LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT OR CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY OR ANY AGENT AFFILIATE'S TRANSMISSION OF APPROVED ELECTRONIC COMMUNICATIONS THROUGH THE INTERNET OR ANY USE OF THE APPROVED ELECTRONIC PLATFORM, EXCEPT TO THE EXTENT SUCH LIABILITY OF ANY AGENT AFFILIATE IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT AFFILIATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 8.6 RIGHT OF SET-OFF. Upon the occurrence and during the continuance of any Event of Default each Lender and each Affiliate of a Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Lender or its Affiliates to or for the credit

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or the account of the Borrower against any and all of the Obligations now or hereafter existing whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and even though such Obligations may be unmatured. Each Lender agrees promptly to notify the Borrower after any such set-off and application made by such Lender or its Affiliates; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this Section 8.6 are in addition to the other rights and remedies (including other rights of set-off) that such Lender may have.

SECTION 8.7 SHARING OF PAYMENTS, ETC.

(a) If any Lender (directly or through an Affiliate thereof) obtains any payment (whether voluntary, involuntary, through the exercise of any right of set-off (including pursuant to Section 8.6 (Right of Set-off) or otherwise) of the Term Loan owing to it, any interest thereon, fees in respect thereof or amounts due pursuant to Section 8.3 (Costs and Expenses) or 8.4 (Indemnities) (other than payments pursuant to Sections 2.10 (Special Provisions Governing Eurodollar Rate Loans), 2.11 (Capital Adequacy) or 2.12 (Taxes) or otherwise receives any Collateral or any "Proceeds" (as defined in the Pledge and Security Agreement) of Collateral (other than payments pursuant to Sections 2.10 (Special Provisions Governing Eurodollar Rate Loans), 2.11 (Capital Adequacy) or 2.12 (Taxes) (in each case, whether voluntary, involuntary, through the exercise of any right of set-off or otherwise (including pursuant to Section 8.6 (Right of Set-off))) in excess of its Ratable Portion (but taking into account the effect to any prepayment made to Lenders other than Declining Lenders pursuant to Section 2.6 (Mandatory Prepayments)) of all payments of such Obligations obtained by all the Lenders, such Lender (a "Purchasing Lender") shall forthwith purchase from the other Lenders (each, a "Selling Lender") such participations in their interest in the Term Loan or other Obligations as shall be necessary to cause such Purchasing Lender to share the excess payment ratably with each of them.

(b) If all or any portion of any payment received by a Purchasing Lender is thereafter recovered from such Purchasing Lender, such purchase from each Selling Lender shall be rescinded and such Selling Lender shall repay to the Purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Selling Lender's ratable share (according to the proportion of (i) the amount of such Selling Lender's required repayment in relation to (ii) the total amount so recovered from the Purchasing Lender) of any interest or other amount paid or payable by the Purchasing Lender in respect of the total amount so recovered.

(c) The Borrower agrees that any Purchasing Lender so purchasing a participation from a Selling Lender pursuant to this Section 8.7 may, to the

fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

SECTION 8.8 NOTICES, ETC.

(a) Addresses for Notices. All notices, demands, requests, consents and other communications provided for in this Agreement shall be given in writing, or by any telecommunication device capable of creating a written record (including electronic mail), and addressed to the party to be notified as follows:

(i) if to the Borrower:

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AMKOR TECHNOLOGY, INC.
Chandler Office
1900 South Price Road
Chandler, AZ 85248
Attention: Kenneth T. Joyce, Chief Financial Officer
Telecopy no: (480) 821 2616
E-Mail Address: kjoyc@amkor.com

(ii) if to any Lender, at its Lending Office specified opposite its name on Schedule II (Lending Offices and Addresses for Notices) or on the signature page of any applicable Assignment and Acceptance; and

(iii) if to the Administrative Agent or the Collateral Agent:

CITICORP NORTH AMERICA, INC.
390 Greenwich Street
New York, New York 10013
Attention: Suzanne Crymes, Director
Telecopy no: (212) 723 8547
E-Mail Address: suzanne.crymes@citigroup.com

with a copy to:

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue,
New York, New York 10153-0119
Attention: Daniel S. Dokos, Esq.
Telecopy no: (212) 310-8007
E-Mail Address: daniel.dokos@weil.com

or at such other address as shall be notified in writing (x) in the case of the Borrower, the Administrative Agent and the Collateral Agent, to the other parties and (y) in the case of all other parties, to the Borrower, the Administrative Agent and the Collateral Agent.

(b) Effectiveness of Notices. All notices, demands, requests, consents and other communications described in clause (a) above shall be effective (i) if delivered by hand, including any overnight courier service, upon personal delivery, (ii) if delivered by mail, when deposited in the mails, (iii) if delivered by posting to an Approved Electronic Platform, an Internet website or a similar telecommunication device requiring a user prior access to such Approved Electronic Platform, website or other device, when such notice, demand, request, consent and other communication shall have been made generally available on such Approved Electronic Platform, Internet website or similar device to the class of Person being notified (regardless of whether any such Person must accomplish, and whether or not any such Person shall have accomplished, any action prior to obtaining access to such items, including registration, disclosure of contact information, compliance with a standard user agreement or undertaking a duty of confidentiality) and (iv) if delivered by electronic mail or any other telecommunications device, when transmitted to an electronic mail address (or by another means of electronic delivery) as provided in clause (a) above; provided, however, that notices and communications to the applicable Agent pursuant to Article II (The Facility) or Article VII (The Agents) shall not be effective until received by the Administrative Agent.

SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

(c) Use of Electronic Platform. Notwithstanding clauses (a) and (b) above (unless the Administrative Agent requests that the provisions of clause (a) and (b) above be followed) and any other provision in this Agreement or any other Loan Document providing for the delivery of, any Approved Electronic Communication by any other means, the Loan Parties shall deliver all Approved Electronic Communications to the Administrative Agent and the Collateral Agent by properly transmitting such Approved Electronic Communications electronically (in a format acceptable to the Administrative Agent and the Collateral Agent) to oploanswebadmin@citigroup.com or such other electronic mail address (or similar means of electronic delivery) as the Administrative Agent or the Collateral Agent may notify the Borrower. Nothing in this clause (c) shall prejudice the right of the Administrative Agent or any Lender to deliver any Approved Electronic Communication to any Loan Party in any manner authorized in this Agreement.

(d) Public and Non-Public Information. Without imposing any additional obligation on any Agent or Lender, the Borrower agrees that, with respect to any notice, information or other communication provided (pursuant to this Agreement or any other Loan Document) by or on behalf of it or the other Loan Parties to the Administrative Agent or the Collateral Agent which may be furnished to the Lenders from time to time, it shall clearly identify whether such notice, information or other communication contains material non-public information concerning the Borrower, its Affiliates or its or their securities; provided, however, that each Agent and each Lender may assume that, absent such identification, any such notice, information or other communication contains such material non-public information.

SECTION 8.9 NO WAIVER; REMEDIES. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8.10 BINDING EFFECT. This Agreement shall become effective when it shall have been executed by the Borrower and each Agent and when the Administrative Agent shall have been notified by each Lender that such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and, in each case, their respective successors and assigns; provided, however, that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

SECTION 8.11 GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8.12 SUBMISSION TO JURISDICTION; SERVICE OF PROCESS. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in

SECOND LIEN CREDIT AGREEMENT
AMKOR TECHNOLOGY, INC.

any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise

have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The Borrower hereby irrevocably consents to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding brought in the United States of America arising out of or in connection with this Agreement or any other Loan Document by the mailing (by registered or certified mail, postage prepaid) or delivering of a copy of such process to the Borrower at its address specified in Section 8.8 (Notices, Etc.). The Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SECTION 8.13 WAIVER OF JURY TRIAL. EACH OF THE AGENTS, THE LENDERS AND THE BORROWER IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

SECTION 8.14 MARSHALING; PAYMENTS SET ASIDE. None of the Administrative Agent, the Collateral Agent or any Lender shall be under any obligation to marshal any assets in favor of the Borrower or any other party or against or in payment of any or all of the Obligations. To the extent that the Borrower makes a payment or payments to the Administrative Agent, the Collateral Agent, the Lenders, or any such Person receives payment from the proceeds of the Collateral or exercise their rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, right and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

SECTION 8.15 SECTION TITLES. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto, except when used to reference a section. Any reference to the number of a clause, sub-clause or subsection hereof immediately followed by a reference in parenthesis to the title of the Section containing such clause, sub-clause or subsection is a reference to such clause, sub-clause or subsection and not to the entire Section; provided, however, that, in case of direct conflict between the reference to the title and the reference to the number of such Section, the reference to the title shall govern absent manifest error. If any reference to the number of a Section (but not to any clause, sub-clause or subsection thereof) is followed immediately by a reference in parenthesis to the title of a Section, the title reference shall govern in case of direct conflict absent manifest error.

SECTION 8.16 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate

counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Agreement by facsimile transmission or by posting on the Approved Electronic Platform shall be as effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all parties shall be lodged with the Borrower and the Administrative Agent.

SECTION 8.17 ENTIRE AGREEMENT. This Agreement, together with all of the other Loan Documents and all certificates and documents delivered hereunder or thereunder, embodies the entire agreement of the parties and supersedes all

prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the terms of this Agreement and any other Loan Document, the terms of this Agreement shall govern.

SECTION 8.18 CONFIDENTIALITY. Each Lender, the Administrative Agent and the Collateral Agent agree to use all reasonable efforts to keep information obtained by it pursuant hereto and the other Loan Documents confidential in accordance with such Lender's, the Administrative Agent's or the Collateral Agent's, as the case may be, customary practices and agrees that it shall only use such information in connection with the transactions contemplated by this Agreement and not disclose any such information other than (a) to such Lender's, the Administrative Agent's, or the Collateral Agent's, as the case may be, employees, representatives and agents that are or are expected to be involved in the evaluation of such information in connection with the transactions contemplated by this Agreement and are advised of the confidential nature of such information, (b) to the extent such information presently is or hereafter becomes available to such Lender, the Administrative Agent or the Collateral Agent, as the case may be, on a non-confidential basis from a source other than the Borrower or any other Loan Party, (c) to the extent disclosure is required by law, regulation or judicial order or requested or required by bank regulators or auditors or (d) to current or prospective assignees and participants of any option described in Section 8.2(f) (Assignments and Participations), contractual counterparties in any Hedging Contract permitted hereunder and to their respective legal or financial advisors, in each case and to the extent such assignees, participants, grantees or counterparties agree to be bound by, and to cause their advisors to comply with, the provisions of this Section 8.18. Notwithstanding any other provision in this Agreement, the Borrower hereby agrees that the Borrower (and its officers, directors, employees, accountants, attorneys and other advisors) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Facility and the transactions contemplated hereby and all materials of any kind (including opinions and other tax analyses) that are provided to each of them relating to such U.S. tax treatment and U.S. tax structure.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMKOR TECHNOLOGY, INC.
as Borrower

By: /s/ KENNETH JOYCE

Name: Kenneth Joyce
Title: Executive Vice President and
Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Administrative Agent, Collateral Agent and
Lender

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

MERRILL LYNCH PIERCE, FENNER & SMITH INC.,
as Syndication Agent

By: /s/ ANTHONY J. LAFAIRE

Name: Anthony J. Lafaire
Title: Director

JPMORGAN CHASE BANK,
as Documentation Agent

By: /s/ WILLIAM P. RINDFUSS

Name: William P. Rindfuss

Title: Vice President

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SECOND LIEN PLEDGE AND SECURITY AGREEMENT

DATED AS OF OCTOBER 27, 2004

AMONG

AMKOR TECHNOLOGY, INC.
GUARDIAN ASSETS, INC.
UNITIVE, INC.
UNITIVE ELECTRONICS, INC.
AS GRANTORS

AND

EACH OTHER GRANTOR
FROM TIME TO TIME PARTY HERETO

AND

CITICORP NORTH AMERICA, INC.
AS COLLATERAL AGENT

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Schedule 7	Commercial Tort Claims

SECOND LIEN PLEDGE AND SECURITY AGREEMENT, dated as of October 27, 2004, by AMKOR TECHNOLOGY, INC. (the "Borrower"), GUARDIAN ASSETS, INC. ("Guardian"), UNITIVE, INC. ("Unitive"), UNITIVE ELECTRONICS, INC. ("Unitive") and each of the other entities that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) (the Borrower, Guardian, Unitive and such other entities each a "Grantor" and, collectively, the "Grantors"), in favor of CITICORP NORTH AMERICA, INC. ("CNAI"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 27, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and CNAI, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Subsidiary Guaranty pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent;

WHEREAS, in order to secure the Obligations under the First Lien Credit Agreement (as defined therein), the Grantors have granted to the First Lien Agent for the benefit of the Secured Parties (as defined in the First Lien Credit Agreement) (the "First Lien Secured Parties"), a first priority lien and security interest in the Collateral pursuant to the Pledge and Security Agreement (as defined in the First Lien Credit Agreement) (the "First Lien Pledge and Security Agreement"), it being understood that the relative rights and priorities of the First Lien Secured Parties and the Secured Parties under the Credit Agreement in respect of the Collateral are governed by the Intercreditor Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

ARTICLE I

DEFINED TERMS

SECTION 1.1 DEFINITIONS

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meanings given to them in the Credit Agreement.

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(b) Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC, including the following terms (which are capitalized herein):

"Account Debtor"
"Account"
"Certificated Security"
"Chattel Paper"
"Commercial Tort Claim"
"Commodity Account"
"Commodity Intermediary"
"Control Account"
"Customer"
"Deposit Account"
"Documents"
"Entitlement Holder"
"Entitlement Order"
"Equipment"
"Financial Asset"
"General Intangible"
"Goods"
"Instruments"
"Inventory"
"Investment Property"
"Letter-of-Credit Right"
"Proceeds"
"Securities Account"
"Securities Intermediary"

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"Security"
"Security Entitlement"

(c) The following terms shall have the following meanings:

"Additional Pledged Collateral" means any Pledged Collateral acquired by any Grantor after the date hereof and in which a security interest is granted pursuant to Section 2.2 (Grant of Security Interest in Collateral), including, to the extent a security interest is granted therein pursuant to Section 2.2 (Grant of Security Interest in Collateral), (i) all Stock and Stock Equivalents of any Person that are acquired by any Grantor after the date hereof, together with all certificates, instruments or other documents representing any of the foregoing and all Security Entitlements of any Grantor in respect of any of the foregoing, (ii) all additional Indebtedness from time to time owed to any Grantor by any obligor on the Pledged Debt Instruments and the Instruments evidencing such Indebtedness and (iii) all interest, cash, Instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any of the foregoing. "Additional Pledged Collateral" may be General Intangibles, Instruments or Investment Property.

"Agreement" means this Second Lien Pledge and Security Agreement.

"Approved Deposit Account" means a Deposit Account that is the subject of an effective Deposit Account Control Agreement and that is maintained by any Loan Party with a Deposit Account Bank. "Approved Deposit Account" includes all monies on deposit in a Deposit Account and all certificates and instruments, if any, representing or evidencing such Deposit Account.

"Approved Securities Intermediary" means a Securities Intermediary or Commodity Intermediary selected or approved by the Administrative Agent.

"Capital Lease" means, with respect to any Person, any lease of, or other arrangement conveying the right to use, property by such Person as lessee that would be accounted for as a capital lease on a balance sheet of such Person prepared in conformity with GAAP.

"Cash Collateral Account" means any Deposit Account or Securities Account that is (a) established by the Collateral Agent (at the direction of the Administrative Agent) from time to time in its sole discretion to receive cash and Cash Equivalents (or purchase cash or Cash Equivalents with funds received) from the Loan Parties or Persons acting on their behalf pursuant to the Loan Documents, (b) with such depositories and securities intermediaries as the Collateral Agent may determine (at the direction of the Administrative Agent in its sole discretion), (c) in the name of the Collateral Agent (although such account may also have words referring to the Borrower and the account's purpose), (d) under the "control" (as defined in the UCC) of the Collateral Agent and (e) in the case of a Securities Account, with respect to which the Collateral Agent shall be the Entitlement Holder and the only Person authorized to give Entitlement Orders with respect thereto.

"Collateral" has the meaning specified in Section 2.1 (Collateral).

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"Copyright Licenses" means any written agreement naming any Grantor as licensor or licensee granting any right under any Copyright, including the grant of any right to copy, publicly perform, create derivative works, manufacture, distribute, exploit or sell materials derived from any Copyright.

"Copyrights" means (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any foreign counterparts thereof, and (b) the right to obtain all renewals thereof.

"Customary Permitted Liens" means, with respect to any Person, any of the following Liens: (a) Liens with respect to the payment of taxes, assessments or governmental charges in each case that are not yet due or that are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP; (b) Liens of landlords arising by statute and liens of suppliers, mechanics, carriers, materialmen, warehousemen or workmen and other liens imposed by law created in the ordinary course of business for

amounts not yet due or that are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP; (c) deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits or to secure the performance of bids, tenders, sales, contracts (other than for the repayment of borrowed money) and surety, appeal, customs or performance bonds; (d) encumbrances arising by reason of zoning restrictions, easements, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions and other similar encumbrances on the use of real property not materially detracting from the value of such real property or not materially interfering with the ordinary conduct of the business conducted and proposed to be conducted at such real property; (e) encumbrances arising under leases or subleases of real property that do not, in the aggregate, materially detract from the value of such real property or interfere with the ordinary conduct of the business conducted and proposed to be conducted at such real property; (f) financing statements with respect to a lessor's rights in and to personal property leased to such Person in the ordinary course of such Person's business other than through a Capital Lease; (g) judgment Liens not constituting a Default under Section 6.1 (Events of Default) of the Credit Agreement ; (h) Liens in favor of customs authorities arising as a matter of law to secured payment of duties in connection with the importation of goods; and (i) Liens arising out of consignment or similar arrangements for the sale of goods in the ordinary course of business.

"Deposit Account Bank" means a financial institution selected or approved by the Administrative Agent.

"Deposit Account Control Agreement" means a letter agreement, substantially in the form of Annex 5 (Form of Deposit Account Control Agreement) (or in another form agreed to by the Collateral Agent), executed by the Grantor, the First Lien Agent and the relevant financial institution.

"Excluded Equity" means any Voting Stock in excess of 66% of the total outstanding Voting Stock of any direct Subsidiary of any Grantor that is a Non-U.S. Person, but only to the extent of such excess. For the purposes of this definition, "Voting Stock" means, as to

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any issuer, the issued and outstanding shares of each class of capital stock or other ownership interests of such issuer entitled to vote (within the meaning of Treasury Regulations Section 1.956-2(c)(2)).

"Excluded Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary in respect of which either (a) the pledge of all of the Stock of such Subsidiary as Collateral to secure payment of the Obligations of the Borrower or (b) the guaranteeing by such Subsidiary of the Obligations of the Borrower, would, in the good faith judgment of the Borrower based on an analysis reasonably satisfactory to the Administrative Agent, result in materially adverse tax consequences to the Loan Parties and their Subsidiaries, taken as a whole.

"Excluded Property" means, collectively, (i) Excluded Equity, (ii) any permit, lease, license, contract, instrument or other agreement held by any Grantor that prohibits or requires the consent of any Person other than the Borrower and its Affiliates as a condition to the creation by such Grantor of a Lien thereon, or any permit, lease, license contract or other agreement held by any Grantor to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, and (iii) Equipment owned by any Grantor that is subject to a purchase money Lien or a Capital Lease if the contract or other agreement in which such Lien is granted (or in the documentation providing for such Capital Lease) prohibits or requires the consent of any Person other than the Borrower and its Affiliates as a condition to the creation of any other Lien on such Equipment; provided, however, "Excluded Property" shall not include any Proceeds, substitutions or replacements of Excluded Property (unless such Proceeds, substitutions or replacements would constitute Excluded Property).

"Intellectual Property" means, collectively, all rights, priorities and privileges of any Grantor relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, trade secrets and Internet domain names, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor or any of its Subsidiaries to any of its Subsidiaries or another Grantor.

"LLC" means each limited liability company in which a Grantor has an interest, including those set forth on Schedule 2 (Pledged Collateral).

"LLC Agreement" means each operating agreement with respect to a LLC, as each agreement has heretofore been, and may hereafter be, amended, restated, supplemented or otherwise modified from time to time.

"Material Intellectual Property" means Intellectual Property owned by or licensed to a Grantor and material to the conduct of any Grantor's business.

"Partnership" means each partnership in which a Grantor has an interest, including those set forth on Schedule 2 (Pledged Collateral).

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"Partnership Agreement" means each partnership agreement governing a Partnership, as each such agreement has heretofore been, and may hereafter be, amended, restated, supplemented or otherwise modified.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof and all reissues and extensions thereof, (b) all applications for letters patent of the United States or any other country and all divisionals, continuations and continuations-in-part thereof and (c) all rights to obtain any reissues or extensions of the foregoing.

"Patent License" means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, have manufactured, use, import, sell or offer for sale any invention covered in whole or in part by a Patent.

"Pledged Certificated Stock" means all Certificated Securities and any other Stock and Stock Equivalent of a Person evidenced by a certificate, Instrument or other equivalent document, in each case owned by any Grantor, including all Stock listed on Schedule 2 (Pledged Collateral).

"Pledged Collateral" means, collectively, the Pledged Stock, Pledged Debt Instruments, any other Investment Property of any Grantor, all chattel paper, certificates or other Instruments representing any of the foregoing and all Security Entitlements of any Grantor in respect of any of the foregoing. Pledged Collateral may be General Intangibles, Instruments or Investment Property.

"Pledged Debt Instruments" means all right, title and interest of any Grantor in Instruments evidencing any Indebtedness owed to such Grantor, including all Indebtedness described on Schedule 2 (Pledged Collateral), issued by the obligors named therein.

"Pledged Stock" means all Pledged Certificated Stock and all Pledged Uncertificated Stock. For purposes of this Agreement, the term "Pledged Stock" shall not include any Excluded Equity.

"Pledged Uncertificated Stock" means any Stock or Stock Equivalent of any Person that is not a Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any Partnership or as a member of any LLC and all right, title and interest of any Grantor in, to and under any Partnership Agreement or LLC Agreement to which it is a party.

"Securities Account Control Agreement" means a letter agreement, substantially in the form of Annex 1 (Form of Securities Account Control Agreement) (or in another form agreed to by the Collateral Agent), executed by the relevant Grantor, the First Lien Agent and the relevant Approved Securities Intermediary.

"Securities Act" means the Securities Act of 1933, as amended.

"Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting.

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"Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Collateral Agent's and the Secured Parties' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

"Vehicles" means all vehicles covered by a certificate of title law of any state.

SECTION 1.2 CERTAIN OTHER TERMS

(a) In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including."

(b) The terms "herein," "hereof," "hereto" and "hereunder" and similar terms refer to this Agreement as a whole and not to any particular Article, Section, subsection or clause in this Agreement.

(c) References herein to an Annex, Schedule, Article, Section, subsection or clause refer to the appropriate Annex or Schedule to, or Article, Section, subsection or clause in this Agreement.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Where the context requires, provisions relating to any Collateral, when used in relation to a Grantor, shall refer to such Grantor's Collateral or any relevant part thereof.

(f) Any reference in this Agreement to a Loan Document shall include all appendices, exhibits and schedules thereto, and, unless specifically stated otherwise all

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amendments, restatements, supplements or other modifications thereto, and as the same may be in effect at any time such reference becomes operative.

(g) The term "including" means "including without limitation" except when used in the computation of time periods.

(h) The terms "Lender," "Administrative Agent," "Collateral Agent," and "Secured Party" include their respective successors.

(i) References in this Agreement to any statute shall be to such statute as amended or modified and in effect from time to time.

ARTICLE II

GRANT OF SECURITY INTEREST

SECTION 2.1 COLLATERAL

For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests is collectively referred to as the "Collateral":

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Inventory;
- (i) all Investment Property;
- (j) all Letter-of-Credit Rights;
- (k) all Vehicles;

(l) the Commercial Tort Claims described on Schedule 7 (Commercial Tort Claims) and on any supplement thereto received by the Collateral Agent pursuant to Section 4.9 (Notice of Commercial Tort Claims);

(m) all books and records pertaining to the other property described in this Section 2.1;

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(n) all property of any Grantor held by the Collateral Agent or any other Secured Party, including all property of every description, in the possession or custody of or in transit to the Collateral Agent or such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power;

- (o) all other Goods and personal property of such Grantor, whether

tangible or intangible and wherever located; and

(p) to the extent not otherwise included, all Proceeds;

provided, however, that "Collateral" shall not include any Excluded Property; and provided, further, that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Collateral.

SECTION 2.2 GRANT OF SECURITY INTEREST IN COLLATERAL. Each Grantor, 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 such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a second priority lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Grantor; provided, however, that, if and when any property that at any time constituted Excluded Property becomes Collateral, the Collateral Agent shall have, and at all times from and after the date hereof be deemed to have had, a security interest in such property.

SECTION 2.3 CASH COLLATERAL ACCOUNTS. The Collateral Agent has established a Deposit Account at Citibank, N.A., in the name of the Collateral Agent designated as "Citicorp North America, Inc. - Amkor Cash Collateral Account," with respect to which the Collateral Agent is Citibank N.A.'s Customer. Such Deposit Account shall be a Cash Collateral Account.

SECTION 2.4 INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce the Lenders and the Administrative Agent to enter into the Credit Agreement, each Grantor hereby represents and warrants each of the following to the Administrative Agent, the Lenders and the other Secured Parties:

SECTION 3.1 TITLE; NO OTHER LIENS. Except for the Lien granted to the Collateral Agent pursuant to this Agreement and the other Liens permitted to exist on the Collateral under the Credit Agreement, such Grantor (a) is the record and beneficial owner of the Pledged Collateral pledged by it hereunder constituting Instruments or Certificated Securities, (b)

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is the Entitlement Holder of all such Pledged Collateral constituting Investment Property held in a Securities Account and (c) has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other Lien.

SECTION 3.2 PERFECTION AND PRIORITY. The security interest granted pursuant to this Agreement shall constitute a valid and continuing perfected security interest in favor of the Collateral Agent in the Collateral for which perfection is governed by the UCC or filing with the United States Copyright Office upon (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings and other actions specified on Schedule 3 (Filings) (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Collateral Agent in completed and duly executed form), (ii) subject to the terms of the Intercreditor Agreement, the delivery to the Collateral Agent of all Collateral consisting of Instruments and Certificated Securities, in each case properly endorsed for transfer to the Collateral Agent or in blank, (iii) the execution of Securities Account Control Agreements with respect to Investment Property not in certificated form, (iv) the execution of

Deposit Account Control Agreements with respect to all Deposit Accounts (subject to Section 4.10 (Deposit Accounts; Control Accounts)) of a Grantor and (v) all appropriate filings having been made with the United States Copyright Office. Such security interest shall be prior to all other Liens on the Collateral except for Liens granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and Customary Permitted Liens having priority over the Collateral Agent's Lien by operation of law or otherwise as permitted under the Credit Agreement.

SECTION 3.3 JURISDICTION OF ORGANIZATION; CHIEF EXECUTIVE OFFICE.

Such Grantor's jurisdiction of organization, legal name, organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 1 (Jurisdiction of Organization; Principal Executive Office) and such Schedule 1 (Jurisdiction of Organization; Principal Executive Office) also lists all jurisdictions of incorporation, legal names and locations of such Grantor's chief executive office or sole place of business for the five years preceding the date hereof.

SECTION 3.4 INVENTORY AND EQUIPMENT. On the date hereof, such Grantor's Inventory and Equipment located in the United States (other than mobile goods and Inventory or Equipment in transit) are kept at the locations listed on Schedule 4 (Location of Inventory and Equipment).

SECTION 3.5 PLEDGED COLLATERAL

(a) The Pledged Stock pledged hereunder by such Grantor is listed on Schedule 2 (Pledged Collateral) and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 2 (Pledged Collateral).

(b) All of the Pledged Stock (other than Pledged Stock in limited liability companies and partnerships) has been duly authorized, validly issued and is fully paid and nonassessable.

(c) Each of the Pledged Stock constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization,

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moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

(d) Subject to the terms of the Intercreditor Agreement, all Pledged Collateral and, if applicable, any Additional Pledged Collateral, consisting of Certificated Securities or Instruments has been delivered to the Collateral Agent in accordance with Section 4.4(a) (Pledged Collateral) and Section 5.20 (Additional Collateral and Guarantees) of the Credit Agreement.

(e) All Pledged Collateral held by a Securities Intermediary in a Securities Account is in a Control Account.

(f) Other than Pledged Stock constituting General Intangibles, there is no Pledged Collateral other than that represented by Certificated Securities or Instruments in the possession of the Collateral Agent or that consist of Financial Assets held in a Control Account.

(g) The Constituent Documents of any Person governing any Pledged Stock do not restrict (i) the grant of the Liens on such Pledged Stock pursuant to this Agreement or (ii) the ability of the Collateral Agent to enforce such Liens in accordance with the terms of this Agreement.

SECTION 3.6 ACCOUNTS. Subject to the terms of the Intercreditor Agreement, no amount payable to such Grantor under or in connection with any Account is evidenced by any Instrument or Chattel Paper that has not been delivered to the Collateral Agent, properly endorsed for transfer, to the extent delivery is required by Section 4.4 (Pledged Collateral).

SECTION 3.7 INTELLECTUAL PROPERTY

(a) Schedule 5 (Intellectual Property) lists all Material Intellectual Property of such Grantor on the date hereof, separately identifying that owned by such Grantor and that licensed to such Grantor. The Material Intellectual Property set forth on Schedule 5 (Intellectual Property) for such Grantor constitutes all of the intellectual property rights necessary to conduct its business.

(b) To the best of such Grantor's knowledge after due inquiry, all Material Intellectual Property owned by such Grantor is valid, subsisting, unexpired and enforceable, has not been adjudged invalid and has not been abandoned and the use thereof in the business of such Grantor does not infringe, misappropriate, dilute or violate the intellectual property rights of any other Person in any material respect.

(c) Except as set forth in Schedule 5 (Intellectual Property), none of the Material Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or question the validity of, or such Grantor's rights in, any Material Intellectual Property.

(e) No action or proceeding seeking to limit, cancel or question the validity of any Material Intellectual Property owned by such Grantor or such Grantor's ownership interest

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therein is pending or, to the knowledge of such Grantor, threatened. There are no claims, judgments or settlements to be paid by such Grantor relating to the Material Intellectual Property.

SECTION 3.8 DEPOSIT ACCOUNTS; SECURITIES ACCOUNTS. The only Approved Deposit Accounts or Securities Accounts maintained by any Grantor on the date hereof are those listed on Schedule 6 (Bank Accounts; Control Accounts), which sets forth such information separately for each Grantor.

SECTION 3.9 COMMERCIAL TORT CLAIMS. To the best of such Grantor's knowledge, the only Commercial Tort Claims of any Grantor reasonably expected to result, individually, in a settlement in excess of \$500,000 existing on the date hereof (regardless of whether the defendant or other material facts can be determined and regardless of whether such Commercial Tort Claim has been asserted, threatened or has otherwise been made known to the obligee thereof or whether litigation has been commenced for such claims) are those listed on Schedule 7 (Commercial Tort Claims), which sets forth such information separately for each Grantor.

ARTICLE IV

COVENANTS

Each Grantor agrees with the Collateral Agent to the following, as long as any Obligation or Commitment remains outstanding and, in each case, unless the Requisite Lenders otherwise consent in writing:

SECTION 4.1 GENERALLY. Such Grantor shall (a) except for the security interest created by this Agreement and the First Lien Pledge and Security Agreement, not create or suffer to exist any Lien upon or with respect to any Collateral, except Liens permitted under Section 5.10 (Liens) of the Credit Agreement, (b) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement, any other Loan Document, any Related Document, any Requirement of Law or any policy of insurance covering the Collateral, (c) not sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted under the Credit Agreement and (d) not enter into any agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any Collateral if such restriction would have a Material Adverse Effect (except as otherwise permitted under Section 5.6 (Dividends and Other Payment Restrictions Affecting

Subsidiaries) of the Credit Agreement).

SECTION 4.2 MAINTENANCE OF PERFECTED SECURITY INTEREST; FURTHER DOCUMENTATION

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2 (Perfection and Priority) and Section 2.2 and shall defend such security interest and such priority against the claims and demands of all Persons.

(b) Such Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to the Collateral Agent.

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(c) At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of such Grantor, such Grantor shall promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further action as the Collateral Agent may reasonably request (at the direction of the Administrative Agent) for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including the filing of any financing or continuation statement under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby and the execution and delivery of Deposit Account Control Agreements and Securities Account Control Agreements.

SECTION 4.3 CHANGES IN LOCATIONS, NAME, ETC.

(a) Except upon 30 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of (i) all additional financing statements and other documents reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests provided for herein and (ii) if applicable, a written supplement to Schedule 4 (Location of Inventory and Equipment) showing (A) any additional locations at which Inventory or Equipment shall be kept or (B) any changes in any location where Inventory or Equipment shall be kept that would require the Collateral Agent to take any action to maintain a perfected security interest in such Collateral, such Grantor shall not do any of the following:

(i) permit any Inventory or Equipment having a value in excess of \$500,000 in the aggregate to be kept at a location other than those listed on Schedule 4 (Location of Inventory and Equipment), except for Inventory or Equipment in transit;

(ii) change its jurisdiction of organization or its location, in each case from that referred to in Section 3.3 (Jurisdiction of Organization; Chief Executive Office); or

(iii) change its legal name or any trade name used to identify it in the conduct of its business or ownership of its properties or organizational identification number, if any, or corporation, limited liability company or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become misleading.

(b) Such Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral.

SECTION 4.4 PLEDGED COLLATERAL

(a) Subject to the terms of the Intercreditor Agreement, such Grantor shall (i) deliver to the Collateral Agent, all certificates and Instruments representing or evidencing any Pledged Collateral (including Additional Pledged Collateral), whether now existing or hereafter acquired, in

suitable form for transfer by delivery or, as applicable, accompanied by such Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent, together, in respect of any Additional Pledged Collateral, with a Pledge Amendment, duly executed by the Grantor, in substantially the form of Annex 2 (Form of Pledge Amendment), an acknowledgment and agreement to a Joinder Agreement duly executed by the Grantor, in substantially the form in the form of Annex 3 (Form of Joinder Agreement), or such other documentation acceptable to the

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Collateral Agent and (ii) maintain all other Pledged Collateral constituting Investment Property in a Control Account. Such Grantor authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement. Subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right, at any time in its discretion and without notice to the Grantor, to transfer to or to register in its name or in the name of its nominees any Pledged Collateral. Subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right at any time to exchange any certificate or instrument representing or evidencing any Pledged Collateral for certificates or instruments of smaller or larger denominations.

(b) Except as provided in Article V (Remedial Provisions), so long as no Event of Default has occurred and is continuing, such Grantor shall be entitled to receive all cash dividends paid with respect to the Pledged Collateral (other than liquidating or distributing dividends). Any sums paid upon or in respect of any Pledged Collateral upon the liquidation or dissolution of any issuer of any Pledged Collateral, any distribution of capital made on or in respect of any Pledged Collateral or any property distributed upon or with respect to any Pledged Collateral pursuant to the recapitalization or reclassification of the capital of any issuer of Pledged Collateral or pursuant to the reorganization thereof shall, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional collateral security for the Secured Obligations. If any sum of money or property so paid or distributed in respect of any Pledged Collateral shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Collateral Agent, (subject to the Intercreditor Agreement) segregated from other funds of such Grantor, as additional security for the Secured Obligations.

(c) Except as provided in Article V (Remedial Provisions), such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would impair the Collateral, be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document or, without prior notice to the Collateral Agent, enable or permit any issuer of Pledged Collateral to issue any Stock or other equity Securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Stock or other equity Securities of any nature of any issuer of Pledged Collateral.

(d) Subject to the terms of the Intercreditor Agreement and except as permitted pursuant to Section 4.10, such Grantor shall not grant "control" (within the meaning of such term under Article 9-106 of the UCC) over any Investment Property to any Person other than the Collateral Agent.

(e) In the case of each Grantor that is an issuer of Pledged Collateral, such Grantor agrees to be bound by the terms of this Agreement relating to the Pledged Collateral issued by it and shall comply with such terms insofar as such terms are applicable to it. In the case of any Grantor that is a holder of any Stock or Stock Equivalent in any Person that is an issuer of Pledged Collateral, such Grantor consents to (i) the exercise of the rights granted to the Collateral Agent hereunder (including those described in Section 5.3 (Pledged Collateral)), and (ii) the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Stock in such Person and to the transfer of such Pledged Stock to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a holder of such Pledged

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rights, powers and duties of other holders of Pledged Stock of the same class and, if the Grantor having pledged such Pledged Stock hereunder had any right, power or duty at the time of such pledge or at the time of such substitution beyond that of such other holders, with all such additional rights, powers and duties. Subject to the terms of the Intercreditor Agreement, such Grantor agrees to execute and deliver to the Collateral Agent such certificates, agreements and other documents as may be necessary to evidence, formalize or otherwise give effect to the consents given in this clause (e).

(f) Such Grantor shall not, without the consent of the Collateral Agent, agree to any amendment of any Constituent Document that in any way adversely affects the perfection of the security interest of the Collateral Agent in the Pledged Collateral pledged by such Grantor hereunder, including any amendment electing to treat any membership interest or partnership interest that is part of the Pledged Collateral as a "security" under Section 8-103 of the UCC, or any election to turn any previously uncertificated Stock that is part of the Pledged Collateral into certificated Stock.

SECTION 4.5 ACCOUNTS. Such Grantor shall not, other than in the ordinary course of business consistent with its past practice, (i) grant any extension of the time of payment of any Account, (ii) compromise or settle any Account for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Account, (iv) allow any credit or discount on any Account or (v) amend, supplement or modify any Account in any manner that could adversely affect the value thereof.

SECTION 4.6 DELIVERY OF INSTRUMENTS AND CHATTEL PAPER. Subject to the terms of the Intercreditor Agreement, if any amount in excess of \$250,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an Instrument or Chattel Paper, such Grantor shall immediately deliver such Instrument or Chattel Paper to the Collateral Agent, duly indorsed in a manner satisfactory to the Collateral Agent, or, if consented to by the Collateral Agent, shall mark all such Instruments and Chattel Paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Citicorp North America, Inc., as Collateral Agent".

SECTION 4.7 INTELLECTUAL PROPERTY

(a) Such Grantor (either itself or through licensees) shall (i) continue to use each Trademark that is Material Intellectual Property in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent shall obtain a perfected security interest in such mark pursuant to this Agreement and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way.

(b) Such Grantor (either itself or through licensees) shall not do any act, or knowingly omit to do any act, whereby any Patent that is Material Intellectual Property may become forfeited, abandoned or dedicated to the public.

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(c) Such Grantor (either itself or through licensees) (i) shall not (and shall not permit any licensee or sublicensee thereof to) do any act or

knowingly omit to do any act whereby any portion of the Copyrights that is Material Intellectual Property may become invalidated or otherwise impaired and (ii) shall not (either itself or through licensees) do any act whereby any portion of the Copyrights that is Material Intellectual Property may fall into the public domain.

(d) Such Grantor (either itself or through licensees) shall not do any act, or knowingly omit to do any act, whereby any trade secret that is Material Intellectual Property may become publicly available or otherwise unprotectable.

(e) Such Grantor (either itself or through licensees) shall not do any act that knowingly uses any Material Intellectual Property to infringe, misappropriate, or violate the intellectual property rights of any other Person in any material respect.

(f) Such Grantor shall notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any Material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, right to use, interest in, or the validity of, any Material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(g) Whenever such Grantor, either by itself or through any agent, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States or register any Internet domain name, such Grantor shall report such filing to the Collateral Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent, Trademark or Internet domain name and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(h) Such Grantor shall take all reasonable actions necessary or requested by the Collateral Agent, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency and any Internet domain name registrar, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any Copyright, Trademark, Patent or Internet domain name that is Material Intellectual Property, including filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(i) In the event that any Material Intellectual Property is or has been infringed upon or misappropriated or diluted by a third party, to the extent that any Grantor's interest therein has been materially impaired, such Grantor shall notify the Collateral Agent promptly after such Grantor learns thereof. Such Grantor shall take such action (or, if applicable, no action) as it reasonably determines to be appropriate in the circumstances in response to such infringement, misappropriation of dilution, which may include promptly bringing suit for

infringement, misappropriation or dilution and to recover all damages for such infringement, misappropriation of dilution, and shall take such other actions may be reasonably appropriate in its reasonable judgment under the circumstances to protect such Material Intellectual Property.

(j) Unless otherwise agreed to by the Collateral Agent, such Grantor shall execute and deliver to the Collateral Agent for filing in (i) the United States Copyright Office a short-form copyright security agreement in the form attached hereto as Annex 4 (Form of Short Form Intellectual Property Security Agreement), (ii) in the United States Patent and Trademark Office and with the

Secretary of State of all appropriate States of the United States a short-form patent security agreement in the form attached hereto as Annex 4 (Form of Short Form Intellectual Property Security Agreement), (iii) the United States Patent and Trademark Office a short-form trademark security agreement in form attached hereto as Annex 4 (Form of Short Form Intellectual Property Security Agreement) and (iv) with the appropriate Internet domain name registrar, a duly executed form of assignment of such Internet domain name to the Collateral Agent (together with appropriate supporting documentation as may be requested by the Collateral Agent) in form and substance reasonably acceptable to the Collateral Agent. Subject to the terms of the Intercreditor Agreement, in the case of clause (iv) above, such Grantor hereby authorizes the Collateral Agent to file such assignment in such Grantor's name and to otherwise perform in the name of such Grantor all other necessary actions to complete such assignment, and each Grantor agrees to perform all appropriate actions deemed necessary by the Collateral Agent for the Collateral Agent to ensure such Internet domain name is registered in the name of the Collateral Agent.

SECTION 4.8 PAYMENT OF OBLIGATIONS. Such Grantor shall pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all material taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all material claims of any kind (including claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

SECTION 4.9 NOTICE OF COMMERCIAL TORT CLAIMS. Such Grantor agrees that, if it shall acquire any interest in any Commercial Tort Claim reasonably expected to result, individually, in a settlement in excess of \$500,000 (whether from another Person or because such Commercial Tort Claim shall have come into existence), (i) such Grantor shall, immediately upon such acquisition, deliver to the Collateral Agent, in each case in form and substance satisfactory to the Collateral Agent, a notice of the existence and nature of such Commercial Tort Claim and deliver a supplement to Schedule 7 (Commercial Tort Claims) containing a specific description of such Commercial Tort Claim, (ii) the provision of Section 2.1 (Collateral) shall apply to such Commercial Tort Claim and (iii) such Grantor shall execute and deliver to the Collateral Agent, in each case in form and substance satisfactory to the Collateral Agent, any certificate, agreement and other document, and take all other action, deemed by the Collateral Agent to be reasonably necessary or appropriate for the Collateral Agent to obtain, on behalf of the Lenders, a second-priority, perfected security interest in all such Commercial Tort Claims. Any supplement to Schedule 7 (Commercial Tort Claims) delivered pursuant to this Section 4.9 (Notice of Commercial Tort Claims) shall, after the receipt thereof by the Collateral Agent, become part of

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Schedule 7 (Commercial Tort Claims) for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

SECTION 4.10 DEPOSIT ACCOUNTS; CONTROL ACCOUNTS.

(a) Such Grantor shall, and shall cause each of its Subsidiaries to, (i) deposit in an Approved Deposit Account all cash they receive, (ii) not establish or maintain any Securities Account that is not a Control Account and (iii) not establish or maintain any Deposit Account other than with a Deposit Account Bank; provided, however, that the Borrower and its Subsidiaries may (i) maintain payroll, withholding tax and other fiduciary accounts and (ii) maintain other accounts as long as the average daily balance in each such account does not exceed \$2,000,000 and the aggregate average daily balance of all such accounts does not exceed \$10,000,000.

(b) In the event (i) the Borrower, any Subsidiary of the Borrower or any Deposit Account Bank shall, after the date hereof, terminate an agreement with respect to the maintenance of an Approved Deposit Account for any reason,

(ii) the Administrative Agent shall reasonably demand such termination as a result of the failure of a Deposit Account Bank to comply with the terms of the applicable Deposit Account Control Agreement or (iii) the Administrative Agent determines in its reasonable discretion that the financial condition of a Deposit Account Bank has materially deteriorated, to the extent that the Collateral Agent's interest in any Approved Deposit Account has been materially impaired, such Deposit Account shall cease to be an Approved Deposit Account and Borrower shall, and shall cause each Subsidiary of the Borrower to, to the extent required in clause (a) above, take all necessary steps to ensure that all future payments are made to another Approved Deposit Account.

(c) In the event (i) the Borrower, any Subsidiary of the Borrower or any Approved Securities Intermediary shall, after the date hereof, terminate an agreement with respect to the maintenance of a Control Account for any reason, (ii) the Administrative Agent shall demand such termination as a result of the failure of an Approved Securities Intermediary to comply with the terms of the applicable Securities Account Control Agreement or (iii) the Administrative Agent determines in its reasonable discretion that the financial condition of a Approved Securities Intermediary has materially deteriorated, to the extent that the Collateral Agent's interest in any Control Account has been materially impaired, such Control Account shall cease to be a Control Account and Borrower shall, and shall cause each Subsidiary of the Borrower to, to the extent required in clause (a) above, take all necessary steps to ensure that all future payments are made to another Control Account.

(d) The Collateral Agent (at the direction of the Administrative Agent) may establish one or more Cash Collateral Accounts with such depositories and Securities Intermediaries as it in its sole discretion shall determine; provided, however, that no Cash Collateral Account shall be established with respect to the assets of any Excluded Foreign Subsidiary. The Borrower agrees that each such Cash Collateral Account shall meet the requirements set forth in the definition of "Cash Collateral Account". Without limiting the foregoing, funds on deposit in any Cash Collateral Account may be invested (but the Collateral Agent shall be under no obligation to make any such investment) in Cash Equivalents at the direction of the Administrative Agent and, except during the continuance of an Event of Default, the Collateral Agent agrees with the Borrower to issue Entitlement Orders for such investments in Cash Equivalents as requested by the Borrower; provided, however, that the Collateral Agent shall not have any responsibility for, or bear any risk of loss of, any such investment or income

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thereon. None of the Borrower, any Subsidiary of the Borrower or any other Loan Party or Person claiming on behalf of or through the Borrower, any Subsidiary of the Borrower or any other Loan Party shall have any right to demand payment of any funds held in any Cash Collateral Account at any time prior to the payment in full of all then outstanding and payable monetary Obligations.

SECTION 4.11 FOREIGN SUBSIDIARIES. No later than the sixth month anniversary of the Closing Date, the Borrower shall (and shall at all times thereafter) either:

(a) take all actions permitted under the Credit Agreement that are necessary to cause each Foreign Subsidiary of the Borrower to become a direct or indirect Subsidiary of Guardian; or

(b) deliver to the Collateral Agent, each in form and substance reasonably satisfactory to the Collateral Agent, (i) a duly executed pledge or security agreement effectively pledging in favor of the Collateral Agent the Pledged Stock (other than Excluded Equity) of each Foreign Subsidiary that is directly owned by the Borrower or any other Grantor (except Guardian) on such date, which pledge or security agreement shall be governed by the local law of the jurisdiction of such Foreign Subsidiary, (ii) to the extent not already delivered to the Collateral Agent, share certificates representing all of the Pledged Stock of such Foreign Subsidiary being pledged pursuant to this Agreement (not including any Excluded Equity of such Foreign Subsidiary) and stock powers for such share certificates executed in blank, and (iii) a favorable opinion of appropriate foreign counsel to the Loan Parties, addressed to the Collateral Agent and the Lenders and addressing such matters as any Lender through the Collateral Agent may reasonably request.

ARTICLE V

REMEDIAL PROVISIONS

SECTION 5.1 CODE AND OTHER REMEDIES. During the continuance of an Event of Default, the Collateral Agent may in accordance with the terms of the Credit Agreement and subject to the Intercreditor Agreement exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, in accordance with the terms of the Credit Agreement and subject to the Intercreditor Agreement, forthwith collect, receive, appropriate and realize upon any Collateral, and may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver any Collateral (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. In accordance with the terms of the Credit Agreement and subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right upon any such public sale or sales, and, to the extent permitted by the UCC and other applicable law,

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upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places that the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. In accordance with the terms of the Credit Agreement and subject to the terms of the Intercreditor Agreement, the Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.1, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and any other Secured Party hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as the Credit Agreement shall prescribe, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

SECTION 5.2 ACCOUNTS AND PAYMENTS IN RESPECT OF GENERAL INTANGIBLES

(a) Subject to the terms of the Intercreditor Agreement, in addition to, and not in substitution for, any similar requirement in the Credit Agreement, if required by the Collateral Agent at any time during the continuance of an Event of Default, any payment of Accounts or payment in respect of General Intangibles, when collected by any Grantor, shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent, in an Approved Deposit Account or a Cash Collateral Account, subject to withdrawal by the Collateral Agent as provided in Section 5.4 (Proceeds to be Turned Over To Collateral Agent). Subject to the terms of the Intercreditor Agreement, until so turned over or turned over, such payment shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor. Each such deposit of Proceeds of Accounts and payments in

respect of General Intangibles shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) Subject to the terms of the Intercreditor Agreement, at the Collateral Agent's request, during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions that gave rise to the Accounts or payments in respect of General Intangibles, including all original orders, invoices and shipping receipts.

(c) Subject to the terms of the Intercreditor Agreement, the Collateral Agent may, without notice, at any time during the continuance of an Event of Default, limit or terminate the authority of a Grantor to collect its Accounts or amounts due under General Intangibles or any thereof.

(d) Subject to the terms of the Intercreditor Agreement, the Collateral Agent in its own name or in the name of others may at any time during the continuance of an Event of Default communicate with Account Debtors to verify with them to the Collateral Agent's

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satisfaction the existence, amount and terms of any Account or amounts due under any General Intangible.

(e) Subject to the terms of the Intercreditor Agreement, upon the request of the Collateral Agent at any time during the continuance of an Event of Default, each Grantor shall notify Account Debtors that the Accounts or General Intangibles have been collaterally assigned to the Collateral Agent and that payments in respect thereof shall be made directly to the Collateral Agent. In addition, subject to the Intercreditor Agreement, the Collateral Agent may at any time during the continuance of an Event of Default enforce such Grantor's rights against such Account Debtors and obligors of General Intangibles.

(f) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts and payments in respect of General Intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any agreement giving rise to an Account or a payment in respect of a General Intangible by reason of or arising out of this Agreement or the receipt by the Collateral Agent nor any other Secured Party of any payment relating thereto, nor shall the Collateral Agent nor any other Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise to an Account or a payment in respect of a General Intangible, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

SECTION 5.3 PLEDGED COLLATERAL

(a) Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, upon notice by the Collateral Agent to the relevant Grantor or Grantors, (i) the Collateral Agent shall have the right to receive any Proceeds of the Pledged Collateral and make application thereof to the Obligations in the order set forth in the Credit Agreement and (ii) the Collateral Agent or its nominee may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any of the Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine), all without

liability except to account for property actually received by it; provided, however, that the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Subject to the terms of the Intercreditor Agreement, in order to permit the Collateral Agent to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder, (i) each Grantor shall promptly execute and deliver (or cause to be executed

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and delivered) to the Collateral Agent all such proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to the Collateral Agent an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations.

(c) Each Grantor hereby expressly authorizes and instructs each issuer of any Pledged Collateral pledged hereunder by such Grantor to (i) comply with any instruction received by it from the Collateral Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that such issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividend or other payment with respect to the Pledged Collateral directly to the Collateral Agent.

SECTION 5.4 PROCEEDS TO BE TURNED OVER TO COLLATERAL AGENT. Subject to the terms of the Intercreditor Agreement, unless otherwise expressly provided in the Credit Agreement, all Proceeds received by the Collateral Agent hereunder in cash or Cash Equivalents shall be held by the Collateral Agent in a Cash Collateral Account. All Proceeds while held by the Collateral Agent in a Cash Collateral Account (or by such Grantor in trust for the Collateral Agent) shall, subject to the Intercreditor Agreement, continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in the Credit Agreement.

SECTION 5.5 REGISTRATION RIGHTS

(a) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise or may determine that a public sale is impracticable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such issuer would agree to do so.

(b) Each Grantor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Collateral pursuant to this

PLEDGE AND SECURITY AGREEMENT
AMKOR TECHNOLOGY, INC.

with all other applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained in this Section 5.5 will cause irreparable injury to the Collateral Agent and other Secured Parties, that the Collateral Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.5 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

SECTION 5.6 DEFICIENCY. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorney employed by the Collateral Agent or any other Secured Party to collect such deficiency.

ARTICLE VI

THE COLLATERAL AGENT

SECTION 6.1 COLLATERAL AGENT'S APPOINTMENT AS ATTORNEY-IN-FACT

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any Account or General Intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any such moneys due under any Account or General Intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any agreement, instrument, document or paper as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repair or pay any insurance called for by the terms of this Agreement (including all or any part of the premiums therefor and the costs thereof);

PLEDGE AND SECURITY AGREEMENT
AMKOR TECHNOLOGY, INC.

(iv) execute, in connection with any sale provided for in Section 5.1 (Code and Other Remedies) or 5.5 (Registration Rights), any endorsement, assignment or other instrument of conveyance or transfer with respect to the Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to

the Collateral Agent or as the Collateral Agent shall direct, (B) ask or demand for, collect, and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate, (G) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains) throughout the world for such term or terms, on such conditions, and in such manner as the Collateral Agent shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this clause (a) to the contrary notwithstanding, the Collateral Agent agrees that it shall not exercise any right under the power of attorney provided for in this clause (a) unless an Event of Default shall be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the sum of the Base Rate in effect from time to time plus the Applicable Margin, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

SECTION 6.2 DUTY OF COLLATERAL AGENT. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession

shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interest in the Collateral and shall not impose any duty upon the Collateral Agent or any other Secured Party to exercise any such powers. The Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful

misconduct.

SECTION 6.3 AUTHORIZATION OF FINANCING STATEMENTS. Subject to the terms of the Intercreditor Agreement, each Grantor authorizes the Collateral Agent and its Affiliates, counsel and other representatives, at any time and from time to time, to file or record financing statements, amendments to financing statements, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement, and such financing statements and amendments may describe the Collateral covered thereby as "all assets of the debtor", "all personal property of the debtor" or words of similar effect. Subject to the terms of the Intercreditor Agreement, each Grantor hereby also authorizes the Collateral Agent and its Affiliates, counsel and other representatives, at any time and from time to time, to file continuation statements with respect to previously filed financing statements. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

SECTION 6.4 AUTHORITY OF COLLATERAL AGENT. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Collateral Agent and the other Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority. To the extent the Credit Agreement conflicts with any other Loan Document with regard to the authority of the Collateral Agent, the Credit Agreement shall control.

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PLEDGE AND SECURITY AGREEMENT
AMKOR TECHNOLOGY, INC.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 8.1 (Amendments, Waivers, Etc.) of the Credit Agreement; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, in substantially the form of Annex 2 (Form of Pledge Amendment) and Annex 3 (Form of Joinder Agreement) respectively, in each case duly executed by the Collateral Agent and each Grantor directly affected thereby.

SECTION 7.2 NOTICES. All notices, requests and demands to or upon the Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 8.8 (Notices, Etc.) of the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the Borrower's notice address set forth in such Section 8.8.

SECTION 7.3 NO WAIVER BY COURSE OF CONDUCT; CUMULATIVE REMEDIES. Neither the Collateral Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 7.1 (Amendments in Writing)), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise

have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

SECTION 7.4 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Collateral Agent and each other Secured Party and their successors and assigns; provided, however, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

SECTION 7.5 COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

SECTION 7.6 SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

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PLEDGE AND SECURITY AGREEMENT
AMKOR TECHNOLOGY, INC.

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7.7 SECTION HEADINGS. The Article and Section titles contained in this Agreement are, and shall be, without substantive meaning or content of any kind whatsoever and are not part of the agreement of the parties hereto.

SECTION 7.8 ENTIRE AGREEMENT. This Agreement together with the other Loan Documents represents the entire agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

SECTION 7.9 GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 7.10 ADDITIONAL GRANTORS. If, pursuant to Section 5.20 (Additional Collateral and Guarantees) of the Credit Agreement, the Borrower shall be required to cause any Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Collateral Agent a Joinder Agreement substantially in the form of Annex 3 (Form of Joinder Agreement) and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date.

SECTION 7.11 RELEASE OF COLLATERAL.

(a) At the time provided in clause (b) (i) of Section 7.8 (Release of Collateral and Subsidiary Guarantors) of the Credit Agreement, the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral of such Grantor held by the Collateral Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If the Collateral Agent shall be directed or permitted pursuant to (i) clauses (a), (b) (ii) and (b) (iii) of Section 7.8 (Release of Collateral and Subsidiary Guarantors) of the Credit Agreement or (ii) pursuant to the Intercreditor Agreement, to release any Lien created hereby upon any Collateral (including any Collateral sold or disposed of by any Grantor in a transaction

permitted by the Credit Agreement), such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, Section 7.8 (Release of Collateral and Subsidiary Guarantors) of the Credit Agreement. In connection therewith, the Collateral Agent, at the request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents, including, without limitation, UCC termination statements, reasonably necessary or desirable in connection with the release of the Lien created hereby on such Collateral. At the request and sole expense of the Borrower, a Grantor shall be released from its obligations hereunder in the event that all the capital stock of such Grantor shall be so sold or disposed; provided, however, that the Borrower shall have delivered to the Collateral Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection

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PLEDGE AND SECURITY AGREEMENT
AMKOR TECHNOLOGY, INC.

therewith, together with a certification by the Borrower in form and substance satisfactory to the Collateral Agent stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

SECTION 7.12 REINSTATEMENT. Each Grantor further agrees that, if any payment made by any Loan Party or other Person and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of Collateral are required to be returned by any Secured Party to such Loan Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made or, if prior thereto the Lien granted hereby or other Collateral securing such liability hereunder shall have been released or terminated by virtue of such cancellation or surrender), such Lien or other Collateral shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect any Lien or other Collateral securing the obligations of any Grantor in respect of the amount of such payment.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Pledge and Security Agreement to be duly executed and delivered 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

GUARDIAN ASSETS, INC.,
as Grantor

By: /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Chief Financial Officer

UNITIVE, INC.,
as Grantor

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens

Title: Chief Financial Officer

UNITIVE ELECTRONICS, INC.,
as Grantor

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT FOR - AMKOR TECHNOLOGY, INC.'S
CREDIT AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

[SIGNATURE PAGE TO PLEDGE AND SECURITY AGREEMENT FOR AMKOR TECHNOLOGY, INC.'S
CREDIT AGREEMENT]

ANNEX 1
TO
PLEDGE AND SECURITY AGREEMENT

FORM OF SECURITIES ACCOUNT CONTROL AGREEMENT

[Name and Address
of Approved Securities
Intermediary]

_____, 20__

Ladies and Gentlemen:

The undersigned _____ (the "Pledgor") together with certain of its affiliates are party to a Second Lien Pledge and Security Agreement dated October 27, 2004 in favor of Citicorp North America, Inc., as agent for the Secured Parties referred to therein (the "Pledgee" and such agreement the "Pledge and Security Agreement") pursuant to which a security interest is granted by the Pledgor in all present and future Assets (hereinafter defined) in Account No. _____ of the Pledgor (the "Pledge").

In connection therewith, the Pledgor hereby instructs you (the "Approved Securities Intermediary") to do all of the following:

1. maintain the Account, as "_____ - Citicorp North America, Inc. Control Account";
2. hold in the Account the assets, including, without limitation, all financial assets, securities, security entitlements and all other property and rights now or hereafter received in such Account (collectively the "Assets"), including, without limitation, those assets listed on Schedule A (List of Assets) attached hereto and made a part hereof;
3. provide to the Pledgee, with a duplicate copy to the Pledgor, a monthly statement of Assets and a confirmation statement of each transaction effected in the Account after such transaction is effected; and
4. honor only the instructions or entitlement orders (within the meaning of Section 8-102 of the UCC (as defined below) (the "Entitlement Orders") in regard to or in connection with the Account given by an Authorized Officer of the Pledgee, except as provided in

the following sentence. Until such time as the Pledgee gives a written notice in the form of Exhibit A hereto to the Approved Securities Intermediary that the Pledgor's rights under this sentence have been terminated (on which notice the Approved Securities Intermediary may rely exclusively), the Pledgor acting through an Authorized Officer may (a) exercise any voting right that it may have with respect to any Asset, (b) give Entitlement Orders and otherwise give instructions to enter into purchase or sale transactions in the Account and (c) withdraw and receive for its own use all regularly scheduled interest [and dividends] paid with respect to the Assets [and all cash proceeds of any sale of Assets] ("Permitted Withdrawals"); provided, however,

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that, unless the Pledgee has consented to the specific transaction, the Pledgor shall not instruct the Approved Securities Intermediary to deliver and, except as may be required by law or by court order, the Approved Securities Intermediary shall not deliver, cash, securities, or proceeds from the sale of, or distributions on, such securities out of the Account to the Pledgor or to any other person or entity other than Permitted Withdrawals.

By its signature below, the Approved Securities Intermediary agrees to comply with the Entitlement Orders and instructions of an Authorized Officer of the Pledgee (including, without limitation, any instruction with respect to sales, trades, transfers and withdrawals of cash or other of the Assets) without the further consent of the Pledgor or any other person (it being understood and agreed by the Pledgor that the Approved Securities Intermediary shall have no duty or obligation whatsoever to have knowledge of the terms of the Pledge and Security Agreement or to determine whether or not an event of default exists thereunder). The Pledgor hereby agrees to indemnify and hold harmless the Approved Securities Intermediary, its affiliates, officers and employees from and against all claims, causes of action, liabilities, lawsuits, demands and damages, including, without limitation, all court costs and reasonable attorney's fees, that may result by reason of the Approved Securities Intermediary complying with such instructions of the Pledgee.

The Authorized Officer of the Pledgee who shall give oral instructions hereunder shall confirm the same in writing to the Approved Securities Intermediary within five days after such oral instructions are given.

For the purpose of this Agreement, the term "Authorized Officer of the Pledgor" shall refer in the singular to _____ or _____ (each of whom is, on the date hereof, an officer or director of the Pledgor) and "Authorized Officer of the Pledgee" shall refer in the singular to any person who is a vice president or managing director of the Pledgee. In the event that the Pledgor shall find it advisable to designate a replacement for any of its Authorized Officers, written notice of any such replacement shall be given to the Approved Securities Intermediary and the Pledgee.

Except with respect to the obligations and duties as set forth herein, this Agreement shall not impose or create any obligation or duty upon the Approved Securities Intermediary greater than or in addition to the customary and usual obligations and duties of the Approved Securities Intermediary to the Pledgor.

As long as the Assets are pledged to the Pledgee, (i) the Approved Securities Intermediary shall not invade the Assets to cover margin debits or calls in any other account of the Pledgor and (ii) the Approved Securities Intermediary agrees that, except for liens resulting from customary commissions, fees, or charges based upon transactions in the Account, it subordinates in favor of the Pledgee any security interest, lien or right of setoff the Approved Securities Intermediary may have. The Approved Securities Intermediary acknowledges that it has not received notice of any other security interest in the Account or the Assets. In the event any such notice is received, the Approved Securities Intermediary shall promptly notify the Pledgee. The Pledgor herein represents that the Assets are free and clear of any lien or encumbrance and agrees that, with the exception of the security interest granted to the Pledgee, no lien or encumbrance shall be placed by it on the Assets without the express written consent of both the Pledgee and the Approved Securities Intermediary.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and it and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, and the law of the Approved Securities Intermediary's jurisdiction for the purposes of Section 8-110 of the Uniform Commercial Code in effect in the State of New York (the "UCC") shall be, the law of the State of New York.

The Approved Securities Intermediary shall treat all property at any time held by the Approved Securities Intermediary in the Account as Financial Assets within the meaning of the UCC. The Approved Securities Intermediary acknowledges that this Agreement constitutes written notification to the Approved Securities Intermediary, pursuant to the UCC and any applicable federal regulations for the Federal Reserve Book Entry System, of the Pledgee's security interest in the Assets. The Pledgor, Pledgee and Approved Securities Intermediary are entering into this Agreement to provide for the Pledgee's control of the Assets and to confirm the first priority of the Pledgee's security interest in the Assets.

If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be construed in all respects as if the invalid or unenforceable term or provision were omitted. This Agreement may not be altered or amended in any manner without the express written consent of the Pledgor, the Pledgee and the Approved Securities Intermediary. This Agreement may be executed in any number of counterparts, all of which shall constitute one original agreement.

The Pledgor hereby agrees to indemnify and hold you, your directors, officers, agents and employees harmless against all claims, causes of action, liabilities, lawsuits, demands and damages, including, without limitation, all court costs and reasonable attorney fees, in each case in any way related to or arising out of or in connection with this letter agreement or any action taken or not taken pursuant hereto, except to the extent caused by your gross negligence or willful misconduct.

This Agreement may be terminated by the Approved Securities Intermediary upon 30 day's prior written notice to the Pledgor and the Pledgee. Upon expiration of such 30-day period, the Approved Securities Intermediary shall be under no further obligation except to hold the Assets in accordance with the terms of this Agreement, pending receipt of written instructions from the Pledgor and the Pledgee, jointly, regarding the further disposition of the pledged Assets.

The Pledgor acknowledges that this Agreement supplements any existing agreement of the Pledgor with the Approved Securities Intermediary and, except as expressly provided herein, is in no way intended to abridge any right that the Approved Securities Intermediary might otherwise have.

IN WITNESS WHEREOF, the Pledgor and the Pledgee have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

[NAME OF PLEDGOR]

By:

Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By:

Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

[APPROVED FINANCIAL INTERMEDIARY]

By:

Name:

Title:

[SIGNATURE PAGE TO SECURITIES ACCOUNT CONTROL AGREEMENT]

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SCHEDULE A
TO
SECURITIES ACCOUNT CONTROL AGREEMENT

PLEGDED COLLATERAL ACCOUNT NUMBER: _____

A1-5

EXHIBIT A
TO
SECURITIES ACCOUNT CONTROL AGREEMENT

FORM OF COLLATERAL AGENT NOTICE OF CONTROL

[Securities Intermediary]

[Address]

Re: Account No. _____ (the "Account")

Ladies and Gentlemen:

Reference is made to the Account and that certain Securities Account Control Agreement dated _____, 20__ among you, Citicorp North America, Inc., as Collateral Agent (the "Collateral Agent"), and [] (the "Pledgor") (such agreement, the "Securities Account Control Agreement"). Capitalized terms used herein shall have the meanings given to them in the Securities Account Control Agreement.

The Collateral Agent hereby notifies you that, from and after the date of this notice, the Pledgor's rights to give Entitlement Orders with respect to the Account and the other rights afforded to the Pledgor under paragraph 4 of the Securities Account Control Agreement are terminated. From and after the delivery of this notice to you, you shall honor only the Entitlement Orders in regard to or in connection with the Account and/or the financial assets contained therein given by an Authorized Officer of the Collateral Agent.

Very truly yours,

CITICORP NORTH AMERICA, INC,
as Collateral Agent

By:

Name:

Title:

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ANNEX 2
TO
PLEDGE AND SECURITY AGREEMENT

FORM OF PLEDGE AMENDMENT

This PLEDGE AMENDMENT, dated as of _____, 20__, is delivered pursuant to Section 4.4(a) (Pledged Collateral) 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., the [undersigned Grantor 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 (the "Pledge and Security Agreement") and the undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement and that the Pledged Collateral listed on 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. Capitalized terms used herein but not defined herein are used herein with the meaning given them in the Pledge and Security Agreement.

[GRANTOR]

By: _____
 Name:
 Title:

Pledged Stock

ISSUER	CLASS	CERTIFICATE NO(S).	PAR VALUE	NUMBER OF SHARES, UNITS OR INTERESTS
-----	-----	-----	-----	-----

Pledged Debt Instruments

ISSUER	DESCRIPTION OF DEBT	CERTIFICATE NO(S).	FINAL MATURITY	PRINCIPAL AMOUNT
-----	-----	-----	-----	-----

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ACKNOWLEDGED AND AGREED
 as of the date first above written:

CITICORP NORTH AMERICA, INC.,
 as Collateral Agent

By: _____
 Name:
 Title:

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ANNEX 3
 TO
 PLEDGE AND SECURITY AGREEMENT
 FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of _____, 20__, 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 (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 1-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.](1)

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.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

(1) Insert to pledge Stock of the new Subsidiary without doing Pledge Amendment.

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ACKNOWLEDGED AND AGREED
as of the date first above written:

[EACH GRANTOR PLEDGING
ADDITIONAL COLLATERAL]

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____
Name:
Title:

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ANNEX 4
TO
PLEDGE AND SECURITY AGREEMENT

FORM OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT(2)

[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT, dated as of _____, 20__, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below] (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("CNAI"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 27, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Amkor Technology, Inc. (the "Borrower"), the Lenders party thereto and CNAI, as agent

for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Subsidiary Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this [Copyright] [Patent] [Trademark] Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN [COPYRIGHT] [TRADEMARK] [PATENT] COLLATERAL

Each Grantor, 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 such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a second priority lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "[Copyright] [Patent] [Trademark] Collateral"):

(2) Separate short form agreements should be field relating to each Grantor's respective copyrights, and trademarks.

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[(a) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License.]

or

[(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.]

or

[(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation,

any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.]

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this [Copyright] [Patent] [Trademark] Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the [Copyright] [Patent] [Trademark] Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

A4-2

IN WITNESS WHEREOF, each Grantor has caused this [Copyright] [Patent] [Trademark] Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

[GRANTOR],
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT]

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ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ___ day of _____, 20__ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR]COPYRIGHT][PATIENT][TRADEMARK]
SECURITY AGREEMENT]

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SCHEDULE I
TO
[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT
[COPYRIGHT] [PATENT] [TRADEMARK] REGISTRATIONS

[A. REGISTERED COPYRIGHTS

[Include Copyright Registration Number and Date]

B. COPYRIGHT APPLICATIONS

C. COPYRIGHT LICENSES]

[A. REGISTERED PATENTS

B. PATENT APPLICATIONS

C. PATENT LICENSES]

[A. REGISTERED TRADEMARKS

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES]

[Include complete legal description of agreement (name of agreement,
parties and date)]

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ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT

FORM OF DEPOSIT ACCOUNT CONTROL AGREEMENT

_____ / _____

[Financial Institution]
[Address]

Ladies and Gentlemen:

Reference is made to account no. [_____] maintained with you (the "Bank") by Amkor Technology, Inc. (the "Company"), into which funds are deposited from time to time (the "Account"). The Company has entered into a Second Lien Pledge and Security Agreement, dated as of October __, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Company, certain of its subsidiaries and/or affiliates party thereto and Citicorp North America, Inc., as agent for the Secured Parties referred to therein (in such capacity the "Collateral Agent").

Pursuant to the Pledge and Security Agreement and related documents, the Company has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain property of the Company, including, among other things, accounts, inventory, equipment, instruments, general intangibles and all proceeds thereof (the "Collateral"). Payments with respect to the Collateral are or hereafter may be made to the Account. You, the Company and the Collateral Agent are entering into this letter agreement to perfect the security interest of the Collateral Agent in the Account.

The Company hereby transfers to the Collateral Agent exclusive control of the Account and all funds and other property on deposit therein. By your execution of this letter agreement, you (i) agree that you shall comply with instructions originated by the Collateral Agent directing disposition of the funds in the Account without further consent of the Company and (ii) acknowledge and agree that the Collateral Agent now has exclusive control of the Account, that all funds and other property on deposit in the Account shall be transferred to the Collateral Agent as provided herein, that the Account is being maintained by you for the benefit of the Collateral Agent and that all amounts and other property therein are held by you as custodian for the Collateral Agent.

Except as provided in clauses (b)(iii) and (e) below, the Account shall not be subject to deduction, set-off, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Collateral Agent. By your execution of this letter agreement you also acknowledge that, as of the date hereof, you have received no notice of any other pledge or assignment of the Account and have not executed any agreements with third parties covering the disposition of funds in the Account. You agree with the Collateral Agent as follows:

(a) Notwithstanding anything to the contrary or any other agreement relating to the Account, the Account is and shall be maintained for the benefit of the Collateral Agent, shall be entitled "Citicorp North America, Inc. - Amkor Technology Inc. Account"

A1-1

and shall be subject to written instructions only from an authorized officer of the Collateral Agent.

(b) [A post office box (the "Lockbox") has been rented in the name of the Company at the [_____] post office and the address to be used for such Lockbox is:

[Insert address]

Your authorized representatives shall have access to the Lockbox under the authority given by the Company to the post office and shall make regular pick-ups from the Lockbox timed to gain maximum benefit of early presentation and availability of funds. You shall endorse process all checks received in the Lockbox and deposit such checks (to the extent eligible) in the Account in accordance with the procedures set forth below.

(i) You shall follow your usual operating procedures for the handling of any [checks received from the Lockbox or other] remittance received in the Account that contains restrictive endorsements, irregularities (such as a variance between the written and numerical amounts), undated or postdated items, missing signatures, incorrect payees and the like.

(ii) You shall endorse and process all eligible checks and other remittance items not covered by clause (iii) below and deposit such checks and remittance items in the Account.

(iii) You shall mail all checks returned unpaid because of uncollected or insufficient funds under appropriate advice to the Company (with a copy of the notification of return to the Collateral Agent). You may charge the Account for the amounts of any returned check that has been previously credited to the Account. To the extent insufficient funds remain in the Account to cover any such returned check, the Company shall indemnify you for the uncollected amount of such returned check upon your demand.

(iv) You shall maintain a record of all checks and other remittance items received in the Account and, in addition to providing the Company with photostatic copies thereof, vouchers, enclosures and the like of such checks and remittance items on a daily basis, furnish to the Collateral Agent a monthly statement of the Account to Citicorp North America, Inc., as Collateral Agent at the following address: 388 Greenwich Street, New York, New York 10013, Attention: [_____] , with a copy to the Company.

(c) Prior to the delivery to you of a written notice from the Collateral Agent in the form of Exhibit A hereto (a "Blockage Notice"), you are authorized to transfer to the Company, in same day funds, on each business day, the entire balance in the Account to the following account:

ABA Number: _____
[name and address of Company's bank]

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Account Name: -----
Concentration Account
Account Number: -----
Reference: -----
Attn: -----

or to such other account as the Company may from time to time designate in writing.

(d) From and after the delivery to you of a Blockage Notice, you shall transfer (by wire transfer or other method of transfer mutually acceptable to you and the Collateral Agent) to the Collateral Agent, in same day funds, on each business day, the entire balance in the Account to the following account:

ABA Number: -----
Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Account Name: -----
Concentration Account
Account Number: -----
Reference: -----
Attn: -----

or to such other account as the Collateral Agent may from time to time designate in writing (the "Collateral Agent Concentration Account").

(e) All customary service charges and fees with respect to the Account shall be debited to the Account. In the event insufficient funds remain in the Account to cover such customary service charges and fees, the Company shall pay and indemnify you for the amounts of such customary service charges and fees.

This letter agreement shall be binding upon and shall inure to the benefit of you, the Company, the Collateral Agent, the Secured Parties referred to in the Pledge and Security Agreement and the respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified except upon the mutual consent of the Collateral Agent, the Company and you. You may terminate the letter agreement only upon 30 days' prior written notice to the Company and the Collateral Agent. The Collateral Agent may terminate this letter agreement upon 10 days' prior written notice to you and the Company. Upon such termination you shall close the Account and transfer all funds in the Account to the Collateral Agent Concentration Account or as otherwise directed by the Collateral Agent. After any such termination, you shall nonetheless remain obligated promptly to transfer to the Collateral Agent Concentration Account or as the Collateral Agent may otherwise direct all funds and other property received in respect of the Account.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by

telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Collateral Agent, the

Company and you. You have not, and, without the prior consent of the Collateral Agent and the Company, you shall not, agree with any third part to comply with instructions or other directions concerning the Account or the disposition of funds in the Account originated by such third party.

The Company hereby agrees to indemnify and hold you, your directors, officers, agents and employees harmless against all claims, causes of action, liabilities, lawsuits, demands and damages, including, without limitation, all court costs and reasonable attorney fees, in each case in any way related to or arising out of or in connection with this letter agreement or any action taken or not taken pursuant hereto, except to the extent caused by your gross negligence or willful misconduct.

This letter agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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Upon acceptance of this letter agreement it shall be the valid and binding obligation of the Company, the Collateral Agent, and you, in accordance with its terms.

Very truly yours,

AMKOR TECHNOLOGY, INC.

By:

Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By:

Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

[FINANCIAL INSTITUTION]

By:

Name:
Title:

[SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL ACCOUNT AGREEMENT]

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EXHIBIT A
TO
DEPOSIT ACCOUNT CONTROL AGREEMENT

FORM OF COLLATERAL AGENT BLOCKAGE NOTICE

[Financial Institution]
[Address]

Re: Account No. _____ (the "Account")

Ladies and Gentlemen:

Reference is made to the Account and that certain Deposit Account Control Agreement dated _____, 20__ among you, Citicorp North America, Inc., as Collateral Agent (the "Collateral Agent"), and Amkor Technology, Inc. (the "Deposit Account Control Agreement"). Capitalized terms used herein shall have the meanings given to them in the Deposit Account Control Agreement.

The Collateral Agent hereby notifies you that, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Collateral Agent) to the Collateral Agent, in same day funds, on each business day, the entire balance in the Account to the Collateral Agent Concentration Account specified in clause (d) of the Deposit Account Control Agreement or to such other account as the Collateral Agent may from time to time designate in writing.

Very truly yours,

CITICORP NORTH AMERICA, INC,
as Collateral Agent

By: _____
Name:
Title:

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[SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL ACCOUNT AGREEMENT]

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SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY, dated as of October 27, 2004 (this "Guaranty"), by GUARDIAN ASSETS, INC. ("Guardian"), UNITIVE, INC. ("Unitive"), UNITIVE ELECTRONICS, INC. ("ELECTRONICS") and each other entity that becomes a party hereto pursuant to Section 23 (Additional Guarantors) hereof (Guardian, Unitive, Electronics and such other entities each a "Guarantor" and, collectively, the "Guarantors"), in favor of the Administrative Agent, each Lender and each other holder of an Obligation (as each such term is defined in the Second Lien Credit Agreement referred to below) (each a "Guarantied Party" and, collectively, the "Guarantied Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of October 27, 2004 (together with all appendices, exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"; unless otherwise defined herein, capitalized terms defined therein and used herein having the meanings given to them in the Second Lien Credit Agreement) among AMKOR TECHNOLOGY, INC. (the "Borrower"), the lenders party thereto (the "Lenders") and CITICORP NORTH AMERICA, INC., as administrative agent (in such capacity, the "Administrative Agent") and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor is a direct or indirect Subsidiary of the Borrower;

WHEREAS, each Guarantor will receive substantial direct and indirect benefits from the making of the Term Loan to the Borrower under the Second Lien Credit Agreement; and

WHEREAS, a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement is that each Guarantor shall have executed and delivered this Guaranty for the benefit of the Guarantied Parties;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 GUARANTY

(a) To induce the Lenders to make the Term Loan, each Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance herewith or any other Loan Document, of all the Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, whether or not recovery may be or hereafter may become barred by any statute of limitations, whether or not enforceable as against the Borrower, whether now or hereafter existing, and whether due or to become due, including principal, interest (including interest at the contract rate applicable upon default accrued or accruing after the commencement of any proceeding under the Bankruptcy Code, whether or not such interest is an allowed claim in such proceeding), fees and costs of collection. This Guaranty constitutes a guaranty of payment and not of collection.

GUARANTY
AMKOR TECHNOLOGY, INC.

(b) Each Guarantor further agrees that, if (i) any payment made by Borrower or any other person and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or (ii) the proceeds of Collateral are required to be returned by any Guarantied Party to the Borrower, its estate, trustee, receiver or any other party, including any Guarantor, under any bankruptcy law, equitable cause or any other Requirement of

Law, then, to the extent of such payment or repayment, any such Guarantor's liability hereunder (and any Lien or other Collateral securing such liability) shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, this Guaranty shall have been cancelled or surrendered (and if any Lien or other Collateral securing such Guarantor's liability hereunder shall have been released or terminated by virtue of such cancellation or surrender), this Guaranty (and such Lien or other Collateral) shall be reinstated in full force and effect, and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Guarantor in respect of the amount of such payment (or any Lien or other Collateral securing such obligation).

SECTION 2 LIMITATION OF GUARANTY

Any term or provision of this Guaranty or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount of the Obligations for which any Guarantor shall be liable shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Guaranty or any other Loan Document, as it relates to such Guarantor, subject to avoidance under applicable law relating to fraudulent conveyance or fraudulent transfer (including Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law) (collectively, "Fraudulent Transfer Laws"), in each case after giving effect (a) to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under such Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor in respect of intercompany Indebtedness to the Borrower to the extent that such Indebtedness would be discharged in an amount equal to the amount paid by such Guarantor hereunder) and (b) to the value as assets of such Guarantor (as determined under the applicable provisions of such Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by such Guarantor pursuant to (i) applicable Requirements of Law, (ii) Section 3 (Contribution) of this Guaranty or (iii) any other Contractual Obligations providing for an equitable allocation among such Guarantor and other Subsidiaries or Affiliates of the Borrower of obligations arising under this Guaranty or other guaranties of the Obligations by such parties.

SECTION 3 CONTRIBUTION

To the extent that any Guarantor shall be required hereunder to pay a portion of the Obligations exceeding the greater of (a) the amount of the economic benefit actually received by such Guarantor from the Term Loan and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Obligations (excluding the amount thereof repaid by the Borrower) in the same proportion as such Guarantor's net worth at the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors at the date enforcement is sought hereunder, then such Guarantor shall be reimbursed by such other Guarantors for the amount of such excess, pro rata, based on the respective net worths of such other Guarantors at the date enforcement hereunder is sought.

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GUARANTY
AMKOR TECHNOLOGY, INC.

SECTION 4 AUTHORIZATION; OTHER AGREEMENTS

Subject to the terms of the Intercreditor Agreement, the Guaranteed Parties are hereby authorized, without notice to, or demand upon, any Guarantor, which notice and demand requirements each are expressly waived hereby, and without discharging or otherwise affecting the obligations of any Guarantor hereunder (which obligations shall remain absolute and unconditional notwithstanding any such action or omission to act), from time to time, to do each of the following:

(a) supplement, renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, the Obligations, or any part of them, or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument (including the other Loan Documents) now or hereafter executed by the Borrower and delivered to the Guaranteed Parties or any of them, including any increase or decrease of principal or the rate of interest thereon;

(b) waive or otherwise consent to noncompliance with any provision

of any instrument evidencing the Obligations, or any part thereof, or any other instrument or agreement in respect of the Obligations (including the other Loan Documents) now or hereafter executed by the Borrower and delivered to the Guarantied Parties or any of them;

(c) accept partial payments on the Obligations;

(d) receive, take and hold additional security or collateral for the payment of the Obligations or any part of them and exchange, enforce, waive, substitute, liquidate, terminate, abandon, fail to perfect, subordinate, transfer, otherwise alter and release any such additional security or collateral;

(e) settle, release, compromise, collect or otherwise liquidate the Obligations or accept, substitute, release, exchange or otherwise alter, affect or impair any security or collateral for the Obligations or any part of them or any other guaranty therefor, in any manner;

(f) add, release or substitute any one or more other guarantors, makers or endorsers of the Obligations or any part of them and otherwise deal with the Borrower or any other guarantor, maker or endorser;

(g) apply to the Obligations any payment or recovery (x) from the Borrower, from any other guarantor, maker or endorser of the Obligations or any part of them or (y) from any Guarantor in such order as provided herein, in each case whether such Obligations are secured or unsecured or guaranteed or not guaranteed by others;

(h) apply to the Obligations any payment or recovery from any Guarantor of the Obligations or any sum realized from security furnished by such Guarantor upon its indebtedness or obligations to the Guarantied Parties or any of them, in each case whether or not such indebtedness or obligations relate to the Obligations; and

(i) refund at any time any payment received by any Guarantied Party in respect of any Obligation, and payment to such Guarantied Party of the amount so refunded shall be fully guaranteed hereby even though prior thereto this Guaranty shall have been cancelled or surrendered (or any release or termination of any Collateral by virtue thereof), and such prior cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the

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GUARANTY
AMKOR TECHNOLOGY, INC.

obligations of any Guarantor hereunder in respect of the amount so refunded (and any Collateral so released or terminated shall be reinstated with respect to such obligations);

even if any right of reimbursement or subrogation or other right or remedy of any Guarantor is extinguished, affected or impaired by any of the foregoing (including any election of remedies by reason of any judicial, non-judicial or other proceeding in respect of the Obligations that impairs any subrogation, reimbursement or other right of such Guarantor).

SECTION 5 GUARANTY ABSOLUTE AND UNCONDITIONAL

Each Guarantor hereby waives any defense of a surety or guarantor or any other obligor on any obligations arising in connection with or in respect of any of the following and hereby agrees that its obligations under this Guaranty are absolute and unconditional and shall not be discharged or otherwise affected as a result of any of the following:

(a) the invalidity or unenforceability of any of the Borrower's obligations under the Second Lien Credit Agreement or any other Loan Document or any other agreement or instrument relating thereto, or any security for, or other guaranty of the Obligations or any part of them, or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations or any part of them;

(b) the absence of any attempt to collect the Obligations or any part of them from the Borrower or other action to enforce the same;

(c) failure by any Guarantied Party to take any steps to perfect and maintain any Lien on, or to preserve any rights to, any Collateral;

(d) any Guarantied Party's election, in any proceeding instituted under chapter 11 of the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code;

(e) any borrowing or grant of a Lien by the Borrower, as debtor-in-possession, or extension of credit, under Section 364 of the Bankruptcy Code;

(f) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any Guarantied Party's claim (or claims) for repayment of the Obligations ;

(g) any use of cash collateral under Section 363 of the Bankruptcy Code;

(h) any agreement or stipulation as to the provision of adequate protection in any bankruptcy proceeding;

(i) the avoidance of any Lien in favor of the Guarantied Parties or any of them for any reason;

(j) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against the Borrower, any Guarantor or any of the Borrower's other Subsidiaries, including any discharge of, or bar or stay against collecting, any Obligation (or any part of them or interest thereon) in or as a result of any such proceeding;

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GUARANTY
AMKOR TECHNOLOGY, INC.

(k) failure by any Guarantied Party to file or enforce a claim against the Borrower or its estate in any bankruptcy or insolvency case or proceeding;

(l) any action taken by any Guarantied Party if such action is authorized hereby;

(m) any election following the occurrence of an Event of Default by any Guarantied Party to proceed separately against the personal property Collateral in accordance with such Guarantied Party's rights under the UCC or, if the Collateral consists of both personal and real property, to proceed against such personal and real property in accordance with such Guarantied Party's rights with respect to such real property; or

(n) any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor or any other obligor on any obligations, other than the payment in full of the Obligations.

SECTION 6 WAIVERS

Each Guarantor hereby waives diligence, promptness, presentment, demand for payment or performance and protest and notice of protest, notice of acceptance and any other notice in respect of the Obligations or any part of them, and any defense arising by reason of any disability or other defense of the Borrower. Each Guarantor shall not, until the Obligations are irrevocably paid in full and the Commitments have been terminated, assert any claim or counterclaim it may have against the Borrower or set off any of its obligations to the Borrower against any obligations of the Borrower to it. In connection with the foregoing, each Guarantor covenants that its obligations hereunder shall not be discharged, except by complete performance.

SECTION 7 RELIANCE

Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower and any endorser and other guarantor of all or any part of the Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Obligations, or any part thereof, that diligent inquiry would reveal, and each Guarantor hereby agrees that no

Guarantied Party shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event any Guarantied Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, such Guarantied Party shall be under no obligation (a) to undertake any investigation not a part of its regular business routine, (b) to disclose any information that such Guarantied Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) to make any other or future disclosures of such information or any other information to any Guarantor.

SECTION 8 WAIVER OF SUBROGATION AND CONTRIBUTION RIGHTS

Until the Obligations have been irrevocably paid in full and the Commitments have been terminated, the Guarantors shall not enforce or otherwise exercise any right of subrogation to any of the rights of the Guarantied Parties or any part of them against the Borrower or any right of reimbursement or contribution or similar right against the Borrower by reason of this Agreement or by any payment made by any Guarantor in respect of the Obligations.

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GUARANTY
AMKOR TECHNOLOGY, INC.

SECTION 9 SUBORDINATION

Each Guarantor hereby agrees that any Indebtedness of the Borrower now or hereafter owing to any Guarantor, whether heretofore, now or hereafter created (the "Guarantor Subordinated Debt"), is hereby subordinated to all of the Obligations and that, except as otherwise permitted under the Intercreditor Agreement, the Guarantor Subordinated Debt shall not be paid in whole or in part until the Obligations have been paid in full and this Guaranty is terminated and of no further force or effect. No Guarantor shall accept any payment of or on account of any Guarantor Subordinated Debt at any time in contravention of the foregoing. Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Borrower shall pay to the Administrative Agent any payment of all or any part of the Guarantor Subordinated Debt and any amount so paid to the Administrative Agent shall be applied to payment of the Obligations as provided in Section 2.9(f) (Payments and Computations) of the Second Lien Credit Agreement. Each payment on the Guarantor Subordinated Debt received in violation of any of the provisions hereof shall be deemed to have been received by such Guarantor as trustee for the Guarantied Parties and, subject to the terms of the Intercreditor Agreement, shall be paid over to the Administrative Agent immediately on account of the Obligations, but without otherwise affecting in any manner such Guarantor's liability hereof. Each Guarantor agrees to file all claims against the Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law in respect of any Guarantor Subordinated Debt, and, subject to the Intercreditor Agreement, the Administrative Agent shall be entitled to all of such Guarantor's rights thereunder. Subject to the terms of the Intercreditor Agreement, if for any reason a Guarantor fails to file such claim at least ten Business Days prior to the last date on which such claim should be filed, such Guarantor hereby irrevocably appoints the Administrative Agent as its true and lawful attorney-in-fact and is hereby authorized to act as attorney-in-fact in such Guarantor's name to file such claim or, in the Administrative Agent's discretion, to assign such claim to and cause proof of claim to be filed in the name of the Administrative Agent or its nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall, subject to the terms of the Intercreditor Agreement, pay to the Administrative Agent the full amount payable on the claim in the proceeding, and, to the full extent necessary for that purpose, each Guarantor hereby assigns to the Administrative Agent all of such Guarantor's rights to any payments or distributions to which such Guarantor otherwise would be entitled. If the amount so paid is greater than such Guarantor's liability hereunder, the Administrative Agent shall pay the excess amount to the party entitled thereto. In addition, subject to the terms of the Intercreditor Agreement, each Guarantor hereby irrevocably appoints the Administrative Agent as its attorney-in-fact to exercise all of such Guarantor's voting rights in connection with any bankruptcy proceeding or any plan for the reorganization of the Borrower.

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SECTION 10 DEFAULT; REMEDIES

The obligations of each Guarantor hereunder are independent of and separate from the Obligations. Subject to the terms of Intercreditor Agreement, if any Obligation is not paid when due, or during the continuance of any Event of Default hereunder or during the continuance of any default by the Borrower as provided in any other instrument or document evidencing all or any part of the Obligations, the Administrative Agent may, at its sole election, proceed directly and at once, without notice, against any Guarantor to collect and recover the full amount or any portion of the Obligations then due, without first proceeding against the Borrower or any other guarantor of the Obligations, or against any Collateral under the Loan Documents or joining the Borrower or any other guarantor in any proceeding against any Guarantor. Subject to the terms of Intercreditor Agreement, at any time after maturity of the Obligations, the Administrative Agent may (unless the Obligations have been irrevocably paid in full), without notice to any Guarantor and regardless of the acceptance of any Collateral for the payment hereof, appropriate and apply toward the payment of the Obligations (a) any indebtedness due or to become due from any Guaranteed Party to such Guarantor and (b) any moneys, credits or other property belonging to such Guarantor at any time held by or coming into the possession of any Guaranteed Party or any of its respective Affiliates.

SECTION 11 IRREVOCABILITY

This Guaranty shall be irrevocable as to the Obligations (or any part thereof) until the Commitment has been terminated and all monetary Obligations then outstanding have been irrevocably repaid in cash, at which time this Guaranty shall automatically be cancelled. Upon such cancellation and at the written request of any Guarantor or its successors or assigns, and at the cost and expense of such Guarantor or its successors or assigns, the Administrative Agent shall execute in a timely manner a satisfaction of this Guaranty and such instruments, documents or agreements as are necessary or desirable to evidence the termination of this Guaranty.

SECTION 12 SETOFF

Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, each Guaranteed Party and each Affiliate of a Guaranteed Party may, without notice to any Guarantor and regardless of the acceptance of any security or collateral for the payment hereof, appropriate and apply toward the payment of all or any part of the Obligations (a) any indebtedness due or to become due from such Guaranteed Party or Affiliate to such Guarantor and (b) any moneys, credits or other property belonging to such Guarantor, at any time held by, or coming into, the possession of such Guaranteed Party or Affiliate.

SECTION 13 NO MARSHALLING

Each Guarantor consents and agrees that no Guaranteed Party or Person acting for or on behalf of any Guaranteed Party shall be under any obligation to marshal any assets in favor of any Guarantor or against or in payment of any or all of the Obligations.

SECTION 14 ENFORCEMENT; AMENDMENTS; WAIVERS

No delay on the part of any Guaranteed Party in the exercise of any right or remedy arising under this Guaranty, the Second Lien Credit Agreement, any other Loan Document or otherwise with respect to all or any part of the Obligations, the Collateral or any other guaranty of or security for all or any part of the Obligations shall operate as a waiver thereof, and no single or partial exercise by any such Person of any such right or remedy shall preclude any further exercise thereof. No modification or waiver of any provision of this Guaranty shall be binding upon any Guaranteed Party, except as expressly set forth in a writing duly signed and delivered by the party making such modification or waiver. Failure by any Guaranteed Party at any time or times hereafter to require strict performance by the Borrower, any Guarantor, any

other guarantor of all or any part of the Obligations or any other Person of any provision, warranty, term or condition contained in any Loan Document now or at any time hereafter executed by any such Persons and delivered to any Guarantied Party shall not waive, affect or diminish any right of any Guarantied Party at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act or knowledge of any Guarantied Party, or its respective agents, officers or employees, unless such waiver is contained in an instrument in writing, directed and delivered to the Borrower or such Guarantor, as applicable, specifying such waiver, and is signed by the party or parties necessary to give such waiver under the Second Lien Credit Agreement. No waiver of any Event of Default by any Guarantied Party shall operate as a waiver of any other Event of Default or the same Event of Default on a future occasion, and no action by any Guarantied Party permitted hereunder shall in any way affect or impair any Guarantied Party's rights and remedies or the obligations of any Guarantor under this Guaranty. Any determination by a court of competent jurisdiction of the amount of any principal or interest owing by the Borrower to a Guarantied Party shall be conclusive and binding on each Guarantor irrespective of whether such Guarantor was a party to the suit or action in which such determination was made.

SECTION 15 SUCCESSORS AND ASSIGNS

This Guaranty shall be binding upon each Guarantor and upon the successors and assigns of such Guarantors and shall inure to the benefit of the Guarantied Parties and their respective successors and assigns; all references herein to the Borrower and to the Guarantors shall be deemed to include their respective successors and assigns. The successors and assigns of the Guarantors and the Borrower shall include, without limitation, their respective receivers, trustees and debtors-in-possession. All references to the singular shall be deemed to include the plural where the context so requires.

SECTION 16 REPRESENTATIONS AND WARRANTIES; COVENANTS

Each Guarantor hereby (a) represents and warrants that the representations and warranties as to it made by the Borrower in Article IV (Representations and Warranties) of the Second Lien Credit Agreement are true and correct on the date hereof and (b) agrees to take, or refrain from taking, as the case may be, each action necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor.

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GUARANTY
AMKOR TECHNOLOGY, INC.

SECTION 17 GOVERNING LAW

This Guaranty and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 18 SUBMISSION TO JURISDICTION; SERVICE OF PROCESS

(a) Any legal action or proceeding with respect to this Guaranty, and any other Loan Document, may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Guarantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each Guarantor hereby irrevocably consents to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding brought in the United States of America arising out of or in connection with this Guaranty or any other Loan Document by the mailing (by registered or certified mail, postage prepaid) or delivering of a copy of such process to such Guarantor care of the Borrower at the Borrower's address specified in Section 8.8 (Notices, Etc.) of the Second Lien Credit Agreement. Each Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the

judgment or in any other manner provided by law.

(c) Nothing contained in this Section 18 (Submission to Jurisdiction; Service of Process) shall affect the right of the Administrative Agent or any other Guaranteed Party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against a Guarantor in any other jurisdiction.

(d) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency, the parties hereto agree, to the fullest extent they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase Dollars with such other currency at the spot rate of exchange quoted by the Administrative Agent at 11:00 a.m. (New York time) on the Business Day preceding that on which final judgment is given, for the purchase of Dollars, for delivery two Business Days thereafter.

SECTION 19 CERTAIN TERMS

The following rules of interpretation shall apply to this Guaranty: (a) the terms "herein," "hereof," "hereto" and "hereunder" and similar terms refer to this Guaranty as a whole and not to any particular Article, Section, subsection or clause in this Guaranty, (b) unless otherwise indicated, references herein to an Exhibit, Article, Section, subsection or clause refer to the appropriate Exhibit to, or Article, Section, subsection or clause in this Guaranty and (c) the term "including" means "including without limitation" except when used in the computation of time periods.

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GUARANTY
AMKOR TECHNOLOGY, INC.

SECTION 20 WAIVER OF JURY TRIAL

EACH OF THE ADMINISTRATIVE AGENT, THE OTHER GUARANTIED PARTIES AND EACH GUARANTOR IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY AND ANY OTHER LOAN DOCUMENT.

SECTION 21 NOTICES

Any notice or other communication herein required or permitted shall be given as provided in Section 8.8 (Notices, Etc.) of the Second Lien Credit Agreement and, in the case of any Guarantor, to such Guarantor in care of the Borrower.

SECTION 22 SEVERABILITY

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SECTION 23 ADDITIONAL GUARANTORS

Each of the Guarantors agrees that, if, pursuant to Section 5.20 (Additional Collateral and Guarantees) of the Second Lien Credit Agreement, the Borrower shall be required to cause any Subsidiary that is not a Guarantor to become a Guarantor hereunder, or if for any reason the Borrower desires any such Subsidiary to become a Guarantor hereunder, such Subsidiary shall execute and deliver to the Administrative Agent a Guaranty Supplement in substantially the form of Exhibit A (Guaranty Supplement) attached hereto and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Guarantor party hereto on the Closing Date.

SECTION 24 COLLATERAL

Each Guarantor hereby acknowledges and agrees that its obligations under this Guaranty are secured pursuant to the terms and provisions of the Collateral Documents executed by it in favor of the Collateral Agent, for the benefit of the Secured Parties, and covenants that it shall not, except as

otherwise permitted under the Second Lien Credit Agreement, grant any Lien with respect to its Property in favor, or for the benefit, of any Person other than the Administrative Agent, for the benefit of the Secured Parties.

SECTION 25 COSTS AND EXPENSES

Each Guarantor agrees to pay or reimburse the Administrative Agent and each of the other Guaranteed Parties upon demand for all out-of-pocket costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel and costs of settlement), incurred by the Administrative Agent and such other Guaranteed Parties in enforcing this Guaranty or any security therefor or exercising or enforcing any other right or remedy available in connection herewith or therewith.

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GUARANTY
AMKOR TECHNOLOGY, INC.

SECTION 26 WAIVER OF CONSEQUENTIAL DAMAGES

EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGE IN ANY LEGAL ACTION OR PROCEEDING IN RESPECT OF THIS GUARANTY OR ANY OTHER LOAN DOCUMENT.

SECTION 27 RELEASE

The Administrative Agent, at the request and sole expense of the Borrower, shall execute and deliver all releases or other documents reasonably necessary or desirable to release any Guarantor from its obligations hereunder in connection with any sale, disposition, reorganization, reclassification or similar transaction of such Guarantor which is permitted by the Second Lien Credit Agreement (or permitted pursuant to a waiver or consent of a transaction otherwise prohibited by the Second Lien Credit Agreement), pursuant to which such Guarantor is no longer required to be a Guarantor hereunder.

SECTION 28 ENTIRE AGREEMENT

This Guaranty, taken together with all of the other Loan Documents executed and delivered by the Guarantors, represents the entire agreement and understanding of the parties hereto and supersedes all prior understandings, written and oral, relating to the subject matter hereof.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantors as of the day and year first set forth above.

GUARANTORS:

GUARDIAN ASSETS, INC.

By: /s/ KENNETH JOYCE

Name: Kenneth Joyce
Title: Chief Financial Officer

UNITIVE, INC.

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

UNITIVE ELECTRONICS, INC.

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

[SIGNATURE PAGE TO GUARANTY OF AMKOR TECHNOLOGY INC.'S SECOND LIEN CREDIT AGREEMENT]

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/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

[SIGNATURE PAGE TO GUARANTY OF AMKOR TECHNOLOGY INC.'S SECOND LIEN CREDIT AGREEMENT]

EXHIBIT A
TO
GUARANTY

FORM OF GUARANTY SUPPLEMENT

The undersigned hereby agrees to be bound as a Guarantor for purposes of the Subsidiary Guaranty, dated as of October 27, 2004 (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.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty Supplement to be duly executed and delivered as of _____, ____.

[NAME OF GUARANTOR]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Administrative Agent under the Second Lien Credit Agreement

By: _____
Name:
Title:

AMENDMENT NO. 1 TO
CREDIT AGREEMENT

This AMENDMENT NO. 1 TO THE CREDIT AGREEMENT, dated as of October 27, 2004, among Amkor Technology, Inc. a Delaware corporation (the "Borrower"), the Lenders (as defined below) party hereto and the Administrative Agent (as defined below), amends certain provisions of the Credit Agreement dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the lenders party thereto (collectively the "Lenders"), the issuers party thereto (collectively the "Issuers"), Citigroup Global Markets, Inc. ("CGMI"), as sole lead arranger and sole bookrunner, Citicorp North America, Inc., as administrative agent for the Lenders and Issuers (in such capacity, the "Administrative Agent"), JPMorgan Chase Bank, as syndication agent, Merrill Lynch Capital Corporation ("Merrill Lynch"), as documentation agent, and J.P. Morgan Securities Inc. and Merrill Lynch, as arrangers.

W I T N E S S E T H:

WHEREAS, the parties to this Amendment are party to the Credit Agreement. Capitalized terms defined in the Credit Agreement and not otherwise defined in this Amendment are used herein as therein defined;

WHEREAS, the Borrower intends to borrow \$300,000,000 under a second lien senior term loan facility (the "Second Lien Credit Agreement") among the Borrower, the lenders party thereto (the "Second Lien Lenders"), CNAI, as administrative agent (in such capacity, the "Second Lien Agent") and collateral agent (in such capacity, the "Collateral Agent") for the Second Lien Lenders, and to use the proceeds of such borrowing for general corporate purposes of the Borrower, including operating expenses of the Borrower and its Subsidiaries, working capital, acquisitions and other investments;

WHEREAS, the parties hereto have agreed to amend the Credit Agreement as hereinafter set forth to, among other things, permit the Indebtedness to be incurred under the second lien senior term loan facility; and

NOW, THEREFORE, in consideration of the premises and the covenants and obligations contained herein the parties hereto agree as follows:

SECTION 1. AMENDMENTS. Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the Credit Agreement is hereby amended as follows:

(a) AMENDMENTS TO ARTICLE I (DEFINITIONS, INTERPRETATION AND ACCOUNTING TERMS).

(i) The following new definitions are inserted in Section 1.1 (Defined Terms) of the Credit Agreement in the appropriate place to preserve the alphabetical order of the definitions in such section:

"AT Korea" means Amkor Technology Korea, Inc., an indirect wholly-owned Subsidiary of the Borrower.

"AT Korea Bonds" means \$385,000,000 of bonds issued by AT Korea to the Borrower on May 11, 1999 and \$625,000,000 of bonds issued by AT Korea to the Borrower on May 2, 2000 of which \$385,000,000 and \$425,000,000, respectively, is outstanding as of October 27, 2004.

"Collateral Agent" has the meaning specified in the Intercreditor Agreement.

"Deposit Account" has the meaning given to such term in the UCC.

"Deposit Account Control Agreement" has the meaning specified in the Pledge and Security Agreement.

"Intercreditor Agreement" means the intercreditor agreement, substantially in the form of Exhibit J (Form of Intercreditor Agreement) executed by the Administrative Agent, the Collateral Agent, the Second Lien Agent, the Borrower and each Subsidiary Guarantor.

"Korean Collateral Documents" means (a) the Korean law securities Pledge Agreement dated as of October 27, 2004, among the Borrower and the Administrative Agent, granting a Lien on the AT Korea Bonds in favor of the Administrative Agent and (b) each guarantee of the AT Korea Bonds executed by each Subsidiary of the Borrower from time to time.

"Second Lien Agent" means the Administrative Agent as defined in the Second Lien Credit Agreement.

"Second Lien Credit Agreement" means the Second Lien Credit Agreement dated as of October 27, 2004, among the Borrower, the lenders party thereto, CNAI, as administrative agent, the Collateral Agent, CGMI, as sole lead arranger, and CGMI, J.P. Morgan Securities Inc. and Merrill Lynch Capital Corporation, as joint bookrunners.

(ii) The definition of "Collateral Documents" is hereby amended and restated in its entirety to read as follows:

"Collateral Documents" means the Pledge and Security Agreement, the Cayman Share Mortgage, the Mortgages, the Deposit Account Control Agreements, the Securities Account Control Agreements, the Korean Collateral Documents, the Intercreditor Agreement and any other document executed and delivered by a Loan Party granting or perfecting a Lien on any of its property to secure payment of the Secured Obligations.

(iii) The definition of "Related Documents" in Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Related Documents" means the Second Lien Credit Agreement, the Intercreditor Agreement, the Indentures and each other document and instrument executed with respect thereto.

(b) AMENDMENTS TO ARTICLE IV (REPRESENTATIONS AND WARRANTIES).

(i) Section 4.6 (Litigation) of the Credit Agreement is hereby amended by (x) deleting in its entirety the phrase "other than those" in the fourth line thereof and (y) deleting in its entirety the word "not" immediately before the phrase "reasonably be expected" in the fourth line thereof.

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(c) AMENDMENTS TO ARTICLE VII (NEGATIVE COVENANTS).

(i) Section 7.1 (Indebtedness) of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (k), renaming clause (l) as clause (m) and inserting a new clause (l) immediately after clause (k) thereof to read in its entirety as follows:

"(l) Indebtedness incurred under the Second Lien Credit Agreement and the other Loan Documents (as defined therein); and"

(ii) Section 7.2 (Liens, Etc.) of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (e), renaming clause (f) as clause (g) and inserting a new clause (f) immediately after clause (e) thereof to read in its entirety as follows:

"(f) Liens on the Collateral securing obligations under the Second Lien Credit Agreement and the other Loan Documents (as defined therein); provided, however, that such Liens are subordinated to the Liens created pursuant to the Loan Documents in accordance with the terms of the Intercreditor Agreement."

(iii) Section 7.9 (Limitations on Restrictions on Subsidiary Distributions; No New Negative Pledge) of the Credit Agreement is hereby amended by deleting the word "and" immediately before clause (j) and inserting a new clause (k) immediately after the end of clause (j) to read in its entirety as follows:

" and (k) the Second Lien Credit Agreement and the Loan Documents (as defined therein),"

(d) AMENDMENT TO EXHIBITS.

(i) The list of Exhibits to the Credit Agreement is hereby amended by adding a new Exhibit J (Form of Intercreditor Agreement) immediately after Exhibit I which shall be in the form of Annex I attached hereto.

SECTION 2. SUPPLEMENTS TO CREDIT AGREEMENT SCHEDULES. The Borrower has attached hereto Schedules 2.3, 4.2, 4.3, 4.6, 4.16(a), 4.16(b), 7.1 and 7.2 to the Credit Agreement, which Schedules have been amended and restated in their entirety, and the undersigned hereby certifies, as of the date first above written, that such Schedules are complete in all material respects.

SECTION 3. CONDITIONS TO EFFECTIVENESS. This Amendment (including each provision hereof) shall become effective on the date (the "Amendment Effective Date") on which all of the following conditions precedent have first been satisfied:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by the Borrower and the Requisite Lenders or, as to any of the Lenders, evidence satisfactory to the Administrative Agent that such Lender has executed this Amendment;

(b) each Subsidiary Guarantor shall have executed a consent to this Amendment in the form attached hereto;

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(c) the Administrative Agent, the Second Lien Agent, the Collateral Agent, the Borrower and each Subsidiary Guarantor shall have executed the intercreditor agreement, substantially in the form of Annex I attached hereto;

(d) the Closing Date shall have occurred under the Second Lien Credit Agreement;

(e) the Administrative Agent shall have received a Guaranty Supplement duly executed by Unitive, Inc and Unitive Electronics, Inc.;

(f) the Administrative Agent shall have received counterparts of Amendment No. 1 to the Pledge and Security Agreement (the "Pledge and Security Amendment") executed by each Grantor party thereto and consented to by the Requisite Lenders, in form and substance reasonably satisfactory to the Administrative Agent, together with such documents duly executed by each Loan Party as the Administrative Agent may request with respect to the perfection of its security interests in the Collateral (including financing statements under the UCC, patent, trademark and copyright security agreements suitable for filing with the Patent and Trademark Office or the Copyright Office, as the case may be, and other applicable documents under the laws of any jurisdiction with respect to the perfection of Liens created under the Pledge and Security Amendment on the Collateral of Unitive, Inc. and Unitive Electronics, Inc.);

(g) the Borrower shall deliver or shall cause to be delivered to the Administrative Agent all Pledged Stock, Pledged Debt Instruments and all other Stock, Stock Equivalents and other debt Securities being pledged with respect to Unitive, Inc., Unitive Electronics, Inc. and Unitive International, Ltd., together with (i) in the case of certificated Pledged Stock and other certificated Stock and Stock Equivalents, undated stock powers endorsed in blank and (ii) in the case of Pledged Debt Instruments and other certificated debt Securities, endorsed in blank, in each case executed and delivered by a Responsible Officer of such Loan Party or such Subsidiary thereof, as the case may be;

(h) the Administrative Agent shall have received a Korean law securities pledge agreement with respect to the AT Korea Bonds duly executed by the Borrower together with (i) each guarantee thereof by certain Subsidiaries of the Borrower and (ii) a favorable legal opinion of counsel to the Loan Parties in Korea addressed to the Administrative Agent and addressing such other matters as any Lender through the Administrative Agent may reasonably request;

(i) the Administrative Agent shall have received a supplement to the Cayman Share Mortgage duly executed by the parties thereto in form and substance reasonably satisfactory to the Administrative Agent; and

(j) the Administrative Agent shall have received a favorable opinion of counsel to the Borrower and each Guarantor.

Furthermore this Amendment is subject to the provisions of Section 10.1 of the Credit Agreement.

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SECTION 4. CONSTRUCTION WITH THE LOAN DOCUMENTS.

(a) On and after the Amendment Effective Date, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Loan Documents to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment and the Credit Agreement shall be read together and construed as a single instrument. The table of contents, signature pages and list of Exhibits and Schedules of the Credit Agreement shall be modified as necessary to reflect the changes made in this Amendment as of the Amendment Effective Date.

(b) Except as expressly amended hereby or specifically waived above, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders, the Issuers, the Arranger or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or amendment of any other provision of any of the Loan Documents or for any purpose except as expressly set forth herein.

(d) This Amendment is a Loan Document.

SECTION 5. GOVERNING LAW. This Amendment is governed by the law of the State of New York.

SECTION 6. REPRESENTATIONS AND WARRANTIES. The Borrower hereby represents and warrants that each of the representations and warranties made by the Borrower in the Credit Agreement, as amended hereby, and the other Loan Documents to which the Borrower is a party or by which the Borrower is bound, shall be true and correct in all material respects on and as of the date hereof (other than representations and warranties in any such Loan Document which expressly speak as of a specific date, which shall have been true and correct in all material respects as of such specific date) and no Default or Event of Default has occurred and is continuing as of the date hereof.

SECTION 7. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMKOR TECHNOLOGY, INC.,

By /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Executive Vice President and
Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Administrative Agent and Lender

By /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

CITIBANK, N.A.,
as Issuer

By /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

JPMORGAN CHASE BANK,
as Lender

By /s/ WILLIAM P. RINDFUSS

Name: William P. Rindfuss
Title: Vice President

MERRILL LYNCH CAPITAL CORPORATION,
as Lender

By /s/ ANTHONY J. LAFAIRE

Name: Anthony J. Lafaire
Title: Director

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]

CONSENT OF SUBSIDIARY GUARANTOR

Dated as of October 27, 2004

Each of the undersigned corporations, as a Guarantor under the Guaranty dated June 29, 2004 (the "Guaranty") in favor of the Secured Parties under the Credit Agreement referred to in the foregoing Amendment, hereby consents to such Amendment and hereby confirms and agrees that notwithstanding the effectiveness of such Amendment, the Guaranty is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of such Amendment, each reference in the Guaranty to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by such Amendment.

GUARDIAN ASSETS, INC.

By /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Chief Financial Officer

UNITIVE, INC.

By /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

UNITIVE ELECTRONICS, INC.

By /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

AMENDMENT NO. 1 TO
PLEDGE AND SECURITY AGREEMENT

This AMENDMENT NO. 1 TO THE PLEDGE AND SECURITY AGREEMENT, dated as of October 27, 2004, among AMKOR TECHNOLOGY, Inc. a Delaware corporation (the "Borrower"), GUARDIAN ASSETS, INC. ("Guardian"), UNITIVE, INC. and UNITIVE ELECTRONICS, INC. and the Administrative Agent (as defined below), amends certain provisions of the Pledge and Security Agreement dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") by the Borrower, Guardian, the other Grantors party thereto from time to time (the Borrower, Guardian and such other entities, each a "Grantor" and, collectively, the "Grantors") in favor of CITICORP NORTH AMERICA, INC., as administrative agent for certain lenders and issuers (in such capacity, the "Administrative Agent") under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Borrower is party to the Credit Agreement dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the lenders party thereto (collectively the "Lenders"), the issuers party thereto (collectively the "Issuers"), Citigroup Global Markets, Inc. ("CGMI"), as sole lead arranger and sole bookrunner, the Administrative Agent, JPMorgan Chase Bank, as syndication agent, Merrill Lynch Capital Corporation ("Merrill Lynch"), as documentation agent, and J.P. Morgan Securities Inc. and Merrill Lynch, as arrangers. Capitalized terms defined in the Pledge and Security Agreement and not otherwise defined in this Amendment are used herein as therein defined;

WHEREAS, the parties hereto have agreed to amend the Pledge and Security Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the covenants and obligations contained herein the parties hereto agree as follows:

SECTION 1. AMENDMENTS. Subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Pledge and Security Agreement is hereby amended as follows:

(a) AMENDMENTS TO ARTICLE I (DEFINITIONS, INTERPRETATION AND ACCOUNTING TERMS).

(i) The following new definition is inserted in Section 1.1 (Defined Terms) of the Pledge and Security Agreement in the appropriate place to preserve the alphabetical order of the definitions in such section:

"Approved Deposit Account" means a Deposit Account that is the subject of an effective Deposit Account Control Agreement and that is maintained by any Loan Party with a Deposit Account Bank. "Approved Deposit Account" includes all monies on deposit in a Deposit Account and all certificates and instruments, if any, representing or evidencing such Deposit Account.

"Deposit Account Bank" means a financial institution selected or approved by the Administrative Agent.

"Deposit Account Control Agreement" means a letter agreement, substantially in the form of Annex 5 (Form of Deposit Account Control Agreement) (or in another form agreed to

by the Administrative Agent), executed by the Grantor, the Administrative Agent and the relevant financial institution.

(ii) The definition of "Excluded Property" in Section 1.1 (Defined Terms) of the Pledge and Security Agreement is hereby amended by (a) inserting the word ", and" immediately in front of clause (iii) thereof and (b) deleting in its entirety the phrase ", and (iv) the AT Korea Bonds" in the third to last line thereof.

(b) AMENDMENT TO ARTICLE III (REPRESENTATIONS AND WARRANTIES).

(i) Section 3.2 (Perfection and Priority) of the Pledge and Security Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3.2 PERFECTION AND PRIORITY. The security interest granted pursuant to this Agreement shall constitute a valid and continuing perfected security interest in favor of the Administrative Agent in the Collateral for which perfection is governed by the UCC or filing with the United States Copyright Office upon (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings and other actions specified on Schedule 3 (Filings) (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Administrative Agent in completed and duly executed form), (ii) the delivery to the Administrative Agent of all Collateral consisting of Instruments and Certificated Securities, in each case properly endorsed for transfer to the Administrative Agent or in blank, (iii) the execution of Securities Account Control Agreements with respect to Investment Property not in certificated form, (iv) the execution of Deposit Account Control Agreements with respect to all Deposit Accounts of a Grantor (subject to Section 4.10 (Control Accounts; Approved Deposit Accounts)) and (v) all appropriate filings having been made with the United States Copyright Office. Such security interest shall be prior to all other Liens on the Collateral except for Customary Permitted Liens having priority over the Administrative Agent's Lien by operation of law or otherwise as permitted under the Credit Agreement."

(ii) Section 3.8 (Securities Account) of the Pledge and Security Agreement is hereby amended and restated in its entirety to read as follows:

"The only Approved Deposit Accounts or Securities Accounts maintained by any Grantor on the date hereof are those listed on Schedule 6 (Bank Accounts; Control Accounts), which sets forth such information separately for each Grantor."

(c) AMENDMENT TO ARTICLE IV (COVENANTS).

(i) Clause (c) of Section 4.2 (Maintenance of Perfected Security Interest; Further Documentation) of the Pledge and Security Agreement is hereby amended by inserting the phrase "Deposit Account Control Agreements and" immediately after the words "the execution and delivery of" in the last line thereof.

(ii) Article IV (Covenants) is hereby amended by inserting a new Section 4.10 (Control Account; Approved Deposit Accounts) immediately after Section 4.9 to read in its entirety as follows:

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"SECTION 4.10 CONTROL ACCOUNTS; APPROVED DEPOSIT ACCOUNTS

(a) Such Grantor shall, and shall cause each of its Subsidiaries to, (i) deposit in an Approved Deposit Account all cash they receive, (ii) not establish or maintain any Securities Account that is not a Control Account and (iii) not establish or maintain any Deposit Account other than with a Deposit Account Bank; provided, however, that the Borrower and its Subsidiaries may (i) maintain payroll, withholding tax and other fiduciary accounts and (ii) maintain other accounts as long as the average daily balance in each such account does not exceed \$2,000,000 and the aggregate average daily balance of all such accounts does not exceed \$10,000,000.

(b) In the event (i) the Borrower, any Subsidiary of the Borrower or any Deposit Account Bank shall, after the date hereof, terminate an agreement with respect to the maintenance of an Approved Deposit Account for any reason, (ii) the Administrative Agent shall reasonably demand such termination as a result of the failure of a Deposit Account Bank to comply with the terms of the applicable Deposit Account Control Agreement or (iii) the Administrative Agent determines in its reasonable discretion that the financial condition of a Deposit Account Bank has materially deteriorated, to the extent that the Collateral Agent's interest in any Approved Deposit Account has been materially impaired, such Deposit Account shall cease to be an Approved Deposit

Account and Borrower shall, and shall cause each Subsidiary of the Borrower to, to the extent required in clause (a) above, take all necessary steps to ensure that all future payments are made to another Approved Deposit Account.

(c) In the event (i) the Borrower, any Subsidiary of the Borrower or any Approved Securities Intermediary shall, after the date hereof, terminate an agreement with respect to the maintenance of a Control Account for any reason, (ii) the Administrative Agent shall demand such termination as a result of the failure of an Approved Securities Intermediary to comply with the terms of the applicable Securities Account Control Agreement or (iii) the Administrative Agent determines in its reasonable discretion that the financial condition of a Approved Securities Intermediary has materially deteriorated, to the extent that the Collateral Agent's interest in any Control Account has been materially impaired, such Control Account shall cease to be a Control Account and Borrower shall, and shall cause each Subsidiary of the Borrower to, to the extent required in clause (a) above, take all necessary steps to ensure that all future payments are made to another Control Account.

(d) AMENDMENT TO ARTICLE V (REMEDIAL PROVISIONS).

(i) Clause (a) of Section 5.2 (Accounts and Payments in Respect of General Intangibles) of the Pledge and Security Agreement is hereby amended by inserting the phrase "an Approved Deposit Account or" immediately before the phrase "a Cash Collateral Account" in the sixth line thereof.

(e) AMENDMENTS TO ANNEXES.

(i) The list of Annexes to the Pledge and Security Agreement is hereby amended by adding a new Annex 5 (Form of Deposit Account Control Agreement) immediately after Annex 4 which shall be in the form of Exhibit B attached hereto.

SECTION 2. GRANT OF SECURITY BY ADDITIONAL GRANTORS. Each of the Persons listed on the signature pages hereto under the heading "Additional Grantor" (each, an "Additional

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Grantor") 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 Administrative 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 Administrative Agent and grants to the Administrative 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.

SECTION 3. SUPPLEMENTS TO PLEDGE AND SECURITY AGREEMENT SCHEDULES. The undersigned Grantors and Additional Grantors have attached hereto Schedules 1 through 7 to the Pledge and Security Agreement, which Schedules have been amended and restated in their entirety, and the undersigned hereby certify, as of the date first above written, that such Schedules are complete in all material respects.

SECTION 4. CONDITIONS TO EFFECTIVENESS. This Amendment (including each provision hereof) shall become effective on the date (the "Amendment Effective Date") on which all of the following conditions precedent have first been satisfied:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by the Borrower, Guardian and Unitive, Inc., as Additional Grantor;

(b) Acknowledgment and Consents, in the form set forth hereto as Exhibit A (each, a "Lender Consent"), executed by the Lenders constituting the Requisite Lenders; and

(c) the Administrative Agent shall have received all Deposit Account Control Agreements, duly executed by the corresponding Deposit Account Bank and

Loan Party, that, in the reasonable business judgment of the Administrative Agent, shall be required for the Loan Parties to comply with Section 4.10 of the Pledge and Security Agreement as amended by this Amendment.

Furthermore this Amendment is subject to the provisions of Section 10.1 of the Credit Agreement.

SECTION 5. CONSTRUCTION WITH THE LOAN DOCUMENTS.

(a) On and after the Amendment Effective Date, each reference in the Pledge and Security Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Loan Documents to the Pledge and Security Agreement, shall mean and be a reference to the Pledge and Security Agreement as amended hereby, and this Amendment and the Pledge and Security Agreement shall be read together and construed as a single instrument. The table of contents, signature pages and list of Exhibits and Schedules of the Pledge and Security Agreement shall be modified as necessary to reflect the changes made in this Amendment as of the Amendment Effective Date.

(b) Except as expressly amended hereby or specifically waived above, all of the terms and provisions of the Pledge and Security Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders, the Issuers, the Arranger or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or

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amendment of any other provision of any of the Loan Documents or for any purpose except as expressly set forth herein.

(d) This Amendment is a Loan Document.

SECTION 6. GOVERNING LAW. This Amendment is governed by the law of the State of New York.

SECTION 7. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants that each of the representations and warranties made by such Grantor in the Pledge and Security Agreement, as amended hereby, and the other Loan Documents to which such Grantor is a party or by which such Grantor is bound, shall be true and correct in all material respects on and as of the date hereof (other than representations and warranties in any such Loan Document which expressly speak as of a specific date, which shall have been true and correct in all material respects as of such specific date) and no Default or Event of Default has occurred and is continuing as of the date hereof.

SECTION 8. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]

5

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, 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

GUARDIAN ASSETS, INC.,
as Grantor

By /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Chief Financial Officer

Additional Grantor:

UNITIVE, INC.,

By /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

UNITIVE, ELECTRONICS, INC.,

By /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Administrative Agent and Lender

By /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO PLEDGE AND SECURITY AGREEMENT]

EXHIBIT A

ACKNOWLEDGEMENT AND CONSENT

To: Citicorp North America, Inc.
388 Greenwich Street
New York, New York 10013
Attention: Mr. [Arnold Wong]

Re: Amkor Technology

Reference is made to the Credit Agreement, dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the lenders party thereto (collectively the "Lenders"), the issuers party thereto (collectively the "Issuers"), Citigroup Global Markets, Inc. ("CGMI"), as sole lead arranger and sole bookrunner, Citicorp North America, Inc., as administrative agent for the Lenders and Issuers (in such capacity, the "Administrative Agent"), JPMorgan Chase Bank, as syndication agent, Merrill Lynch Capital Corporation ("Merrill Lynch"), as documentation agent, J.P. Morgan Securities Inc. and Merrill Lynch, as arrangers. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

The Borrower has requested that the Lenders consent to an Amendment to the Pledge and Security Agreement on the terms described in that certain amendment to the Pledge and Security Agreement ("Amendment No. 1 to Security Agreement"), the form of which is attached hereto.

Pursuant to Section 10.1 of the Credit Agreement, the undersigned Lender hereby consents to the terms of Amendment No. 1 to Security Agreement and authorizes the Administrative Agent to execute and deliver Amendment No. 1 to Security Agreement on its behalf.

Very truly yours,

JPMORGAN CHASE BANK

By: /s/ WILLIAM RINDFUSS

Name: William Rindfuss
Title: Vice President

Dated as of October 27, 2004

MERRILL LYNCH CAPITAL
CORPORATION

By: /s/ ANTHONY J. LAFAIRE

Name: Anthony J. Lafaire
Title: Director

Dated as of October 27, 2004

EXHIBIT B

ANNEX 1
TO
PLEDGE AND SECURITY AGREEMENT
FORM OF DEPOSIT ACCOUNT CONTROL AGREEMENT

[Financial Institution]
[Address]

Ladies and Gentlemen:

Reference is made to account no. [_____] maintained with you (the "Bank") by Amkor Technology, Inc. (the "Company"), into which funds are deposited from time to time (the "Account"). The Company has entered into a Pledge and Security Agreement, dated as of June 29, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Company, certain of its subsidiaries and/or affiliates party thereto and Citicorp North America, Inc., as agent for the Secured Parties referred to therein (in such capacity the "Administrative Agent").

Pursuant to the Pledge and Security Agreement and related documents, the Company has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain property of the Company, including, among other things, accounts, inventory, equipment, instruments, general intangibles and all proceeds thereof (the "Collateral"). Payments with respect to the Collateral are or hereafter may be made to the Account. You, the Company and the Administrative Agent are entering into this letter agreement to perfect the security interest of the Administrative Agent in the Account.

The Company hereby transfers to the Administrative Agent exclusive control of the Account and all funds and other property on deposit therein. By your execution of this letter agreement, you (i) agree that you shall comply with instructions originated by the Administrative Agent directing disposition of the funds in the Account without further consent of the Company and (ii) acknowledge and agree that the Administrative Agent now has exclusive control of the Account, that all funds and other property on deposit in the Account shall be transferred to the Administrative Agent as provided herein, that the Account is being maintained by you for the benefit of the Administrative Agent and that all amounts and other property therein are held by you as custodian for the Administrative Agent.

Except as provided in clauses (b)(iii) and (e) below, the Account shall not be subject to deduction, set-off, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Administrative Agent. By your execution of this letter agreement you also acknowledge that, as of the date hereof, you have received no notice of any other pledge or assignment of the Account and have not executed any agreements with third parties covering the disposition of funds in the Account. You agree with the Administrative Agent as follows:

(d) From and after the delivery to you of a Blockage Notice, you shall transfer (by wire transfer or other method of transfer mutually acceptable to you and the Administrative Agent) to the Administrative Agent, in same day funds, on each business day, the entire balance in the Account to the following account:

ABA Number:
Citibank, N.A.
388 Greenwich Street
New York, New York 10013

Account Name: _____
Concentration Account
Account Number: _____
Reference: _____
Attn: _____

or to such other account as the Administrative Agent may from time to time designate in writing (the "Administrative Agent Concentration Account").

(e) All customary service charges and fees with respect to the Account shall be debited to the Account. In the event insufficient funds remain in the Account to cover such customary service charges and fees, the Company shall pay and indemnify you for the amounts of such customary service charges and fees.

This letter agreement shall be binding upon and shall inure to the benefit of you, the Company, the Administrative Agent, the Secured Parties referred to in the Pledge and Security Agreement and the respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified except upon the mutual consent of the Administrative Agent, the Company and you. You may terminate the letter agreement only upon 30 days' prior written notice to the Company and the Administrative Agent. The Administrative Agent may terminate this letter agreement upon 10 days' prior written notice to you and the Company. Upon such termination you shall close the Account and transfer all funds in the Account to the Administrative Agent Concentration Account or as otherwise directed by the Administrative Agent. After any such termination, you shall nonetheless remain obligated promptly to transfer to the Administrative Agent Concentration Account or as the Administrative Agent may otherwise direct all funds and other property received in respect of the Account.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed

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to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Administrative Agent, the Company and you. You have not, and, without the prior consent of the Administrative Agent and the Company, you shall not, agree with any third party to comply with instructions or other directions concerning the Account or the disposition of funds in the Account originated by such third party.

The Company hereby agrees to indemnify and hold you, your directors, officers, agents and employees harmless against all claims, causes of action, liabilities, lawsuits, demands and damages, including, without limitation, all court costs and reasonable attorney fees, in each case in any way related to or arising out of or in connection with this letter agreement or any action taken or not taken pursuant hereto, except to the extent caused by your gross negligence or willful misconduct.

This letter agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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Upon acceptance of this letter agreement it shall be the valid and binding obligation of the Company, the Administrative Agent, and you, in accordance with its terms.

Very truly yours,

AMKOR TECHNOLOGY, INC.

By: _____

Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: _____

Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

[FINANCIAL INSTITUTION]

By: _____

Name:
Title:

[SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL ACCOUNT AGREEMENT]

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EXHIBIT A
TO
DEPOSIT ACCOUNT CONTROL AGREEMENT

Form of Administrative Agent Blockage Notice

[Financial Institution]
[Address]

Re: Account No. _____ (the "Account")

Ladies and Gentlemen:

Reference is made to the Account and that certain Deposit Account Control Agreement dated _____, 20__ among you, Citicorp North America, Inc., as Administrative Agent (the "Administrative Agent"), and Amkor Technology, Inc. (the "Deposit Account Control Agreement"). Capitalized terms used herein shall have the meanings given to them in the Deposit Account Control Agreement.

The Administrative Agent hereby notifies you that, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Administrative Agent) to the Administrative Agent, in same day funds, on each business day, the entire balance in the Account to the Administrative Agent Concentration Account specified in clause (d) of the Deposit Account Control Agreement or to such other account as the Administrative Agent may from time to time designate in writing.

Very truly yours,

CITICORP NORTH AMERICA, INC,
as Administrative Agent

By: _____

Name:
Title:

[SIGNATURE PAGE TO DEPOSIT ACCOUNT CONTROL ACCOUNT AGREEMENT]

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GUARANTY SUPPLEMENT

Each of the undersigned hereby agrees to be bound as a Guarantor for purposes of the Guaranty, dated as of June 29, 2004 (the "Guaranty"), among GUARDIAN ASSETS, 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 each of the undersigned hereby acknowledges receipt of a copy of the Guaranty and the Credit Agreement. Each of 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty Supplement to be duly executed and delivered as of October 27, 2004.

UNITIVE, INC.

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

UNITIVE ELECTRONICS, INC.

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

[SIGNATURE PAGE TO GUARANTY SUPPLEMENT]

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Administrative Agent

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

[SIGNATURE PAGE TO GUARANTY SUPPLEMENT]

INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT, dated as of October 27, 2004, is entered into among CITICORP NORTH AMERICA, INC. ("CNAI"), as administrative agent and collateral agent for the Senior Parties (in such capacity, the "Senior Agent"), CNAI, as administrative agent for the Junior Parties (in such capacity, the "Junior Administrative Agent"), CNAI, as collateral agent for the Junior Parties (in such capacity, the "Junior Collateral Agent"), AMKOR TECHNOLOGY, INC. (the "Borrower") and each other Loan Party party hereto.

W I T N E S S E T H :

WHEREAS, the Borrower has entered into a revolving credit agreement, dated as of June 29, 2004, as amended by Amendment No. 1 thereto dated as of the date hereof, among the Borrower, the Lenders and Issuers as defined therein, the Senior Agent, Citigroup Global Markets Inc. ("CGMI"), as sole lead arranger, JPMorgan Chase Bank ("JPMC"), as syndication agent, Merrill Lynch Capital Corporation ("Merrill Lynch"), as documentation agent, J.P. Morgan Securities Inc. ("JPM Securities") and Merrill Lynch, as arrangers (as such agreement may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any of the indebtedness, commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Senior Credit Agreement"); and

WHEREAS, the Borrower has entered into a term loan credit agreement, dated as of the date hereof, among the Borrower, the Lenders as defined therein, the Junior Administrative Agent, the Junior Collateral Agent, CGMI, as sole lead arranger, Merrill Lynch, as syndication agent, JPMC, as documentation agent, and CGMI, Merrill Lynch and JPM Securities, as joint bookrunners (as such agreement may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any of the indebtedness, commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Junior Credit Agreement"); and

WHEREAS, it is a condition precedent to the effectiveness of Amendment No. 1 to the Senior Credit Agreement, and to the Closing Date occurring pursuant to (and as defined in) the Junior Credit Agreement, that the parties hereto shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and in reliance upon the representations, warranties and covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions

1.1 Definitions

(a) As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Adequate Protection" means "adequate protection" under sections 361, 362, 363 or 364 of the Bankruptcy Code.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling or that is controlled by or is under common control with such Person, each officer, director, general partner or joint-venturer of such Person, and each Person that is the beneficial owner of 10% or more of any class of Voting Stock of such Person. For the purposes of this definition, "control" means the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agents" means the Senior Agent and the Junior Agents.

"Agreement" means this Intercreditor Agreement.

"Bankruptcy Code" means title 11, United States Code.

"Bankruptcy Law" means the Bankruptcy Code, or any similar federal, state or foreign Requirement of Law for the relief of debtors or any arrangement, reorganization, insolvency, moratorium assignment for the benefit of creditors, any other marshalling of the assets and liabilities of the Borrower or any other Loan Party or any similar law relating to or affecting the enforcement of creditors' rights generally.

"Capital Lease" means, with respect to any Person, any lease of, or other arrangement conveying the right to use, property by such Person as lessee that would be accounted for as a capital lease on a balance sheet of such Person prepared in conformity with GAAP.

"Cash Management Document" means any certificate, agreement or other document executed by any Loan Party in respect of the Cash Management Obligations of any Loan Party.

"Cash Management Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of such Person in respect of cash management services (including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements) provided by any Senior Party or any Affiliate of any of them, including obligations for the payment of fees, interest, charges, expenses, attorneys' fees and disbursements in connection therewith.

"Collateral" means, all property and interests in property and proceeds thereof now owned or hereafter acquired by the Borrower or any other Loan Party in or upon which a Lien is granted under any Collateral Document.

"Collateral Documents" means this Agreement, the Senior Collateral Documents and the Junior Collateral Documents.

"Collateral Agents" means each of the Senior Agent and the Junior Collateral Agent.

"Contractual Obligation" of any Person means any obligation, agreement, undertaking or similar provision of any security issued by such Person or of any agreement

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undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument (excluding a Loan Document) to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject.

"Governmental Authority" means any nation, sovereign or government, any state or other political subdivision thereof and any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any central bank or stock exchange.

"Hedging Contracts" means all interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate insurance, foreign exchange contracts, currency swap or option agreements, forward contracts, commodity swap, purchase or option agreements, other commodity price hedging arrangements and all other similar non-speculative agreements or arrangements designed to alter the risks of any Person arising from fluctuations in interest rates, currency values or commodity prices.

"Insolvency or Liquidation Proceeding" means, collectively, (a) any voluntary or involuntary case or proceeding under the Bankruptcy Law with respect to the Borrower or any other Loan Party, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to the Borrower or any other Loan Party or with respect to any of their respective assets, (c) any liquidation, dissolution, reorganization or winding up of the Borrower or any Loan Party, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy and (d) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of the Borrower or any other Loan Party.

"Junior Administrative Agent" shall include, in addition to the Junior Administrative Agent referred to in the recitals hereto, any successors of and assigns to the Junior Administrative Agent permitted pursuant to Section 7.6 of the Junior Credit Agreement.

"Junior Agent" means each of the Junior Administrative Agent and the Junior Collateral Agent.

"Junior Collateral Agent" shall include, in addition to the Junior Collateral Agent referred to in the recitals hereto, any successors of and assigns to the Junior Collateral Agent permitted pursuant to Section 7.6 of the Junior Credit Agreement.

"Junior Collateral Documents" means the "Collateral Documents" as defined in the Junior Credit Agreement and any other document or instrument pursuant to which a Lien is granted securing the Junior Secured Obligations, as the same may be amended, renewed, extended, supplemented or modified from time to time.

"Junior Loan Document" means, with respect to any Junior Secured Obligation, any provision pertaining to such Junior Secured Obligation in any "Loan Document" as defined in the Junior Credit Agreement, or any other document, instrument or certificate evidencing or delivered in connection with such Junior Secured Obligation, including the Junior Collateral Documents.

"Junior Party" means each of the Junior Agents, each "Lender" as defined in the Junior Credit Agreement and each other holder of a Junior Secured Obligation.

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"Junior Secured Obligations" means (a) the "Obligations" (under and as defined in the Junior Credit Agreement) and (b) all other Secured Obligations of a Junior Party (in its capacity as such) under any Junior Loan Document (including any advance or extension of credit to any Loan Party and any payment to any other Person other than a Loan Party to acquire, satisfy or otherwise discharge any claim for the purpose of maintaining, preserving or protecting any Collateral).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, lien (statutory or other), security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever intended to secure payment of any indebtedness or the performance of any other obligation, including any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease and any financing lease having substantially the same economic effect as any of the foregoing (but excluding the interest of a lessor under an operating lease).

"Loan Document" means each Junior Loan Document and Senior Loan Document.

"Loan Party" means each of the Borrower each Subsidiary of the Borrower that is a party hereto or to any Loan Document.

"paid in full" and "payment in full" means, with respect to any Secured Obligation, the occurrence of all of the foregoing, (a) with respect to such Secured Obligations other than (i) contingent indemnification obligations, obligations under Hedging Contracts and Cash Management Obligations not then due and payable and (ii) to the extent covered by clause (b) below, obligations with respect to undrawn Letters of Credit, payment in full thereof in cash (or otherwise to the written satisfaction of the Secured Parties owed such Secured Obligations), (b) with respect to any undrawn letter of credit issued pursuant to the Senior Credit Agreement, the obligations under which are included in such Secured Obligations, (i) the cancellation thereof and payment in full of all resulting Secured Obligations pursuant to clause (a) above or (ii) the receipt of cash collateral (or a backstop letter of credit in respect thereof on terms acceptable to the applicable Issuer (as defined in the Senior Credit Agreement) of any letters of credit pursuant to the Senior Credit Agreement, and the Senior Agent) in an amount at least equal to 105% of the Secured Obligations for such Letter of Credit and (c) termination of all credit facility commitments and all other obligations of the Secured Parties in respect of all credit facilities under the Loan Documents.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, estate, trust, limited liability company, unincorporated association, joint venture or other entity or a Governmental Authority.

"Recovery" has the meaning set forth in Section 6.4 (Preference Issues).

"Requirement of Law" means, with respect to any Person, the common law and all federal, state, local and foreign laws, treaties, rules and regulations, orders, judgments, decrees and other determinations of, concessions, grants, franchises, licenses and other Contractual Obligations with, any Governmental Authority or arbitrator, applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Secured Obligations" means the obligations of any Loan Party pursuant to the Senior Loan Documents or the Junior Loan Documents as applicable.

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"Senior Agent" shall include, in addition to the Senior Agent referred to in the recitals hereto, any successors of and assigns to the Senior Agent permitted pursuant to Section 9.7 of the Senior Credit Agreement.

"Senior Pledge and Security Agreement" means the "Pledge and Security Agreement" as defined in the Senior Credit Agreement.

"Senior Secured Obligations" means (a) the "Obligations" (under and as defined in the Senior Credit Agreement), and all extensions of credit under any financing under section 364 of the Bankruptcy Code or any arrangement for use of cash collateral under section 363 of the Bankruptcy Code the terms of which are consented to by the Senior Agent in its capacity as such, (b) all other Secured Obligations of a Senior Party (in its capacity as such) under any Senior Loan Document (including any advance or extension of credit to any Loan Party and any payment to any other Person other than a Loan Party to acquire, satisfy or otherwise discharge any claim for the purpose of maintaining, preserving or protecting any Collateral), (c) any Cash Management Obligation, any obligation under any Hedging Contract and (d) all interest on any of the obligations in clauses (a), (b) and (c) above accrued or accruing (or which would, absent the commencement of an Insolvency or Liquidation Proceeding, accrue) after the commencement of an Insolvency or Liquidation Proceeding in accordance with and at the rate specified in the Senior Credit Agreement whether or not the claim for such interest is allowed as a claim in such Insolvency or Liquidation Proceeding; provided, however that the aggregate principal amount of "Senior Secured Obligations" incurred pursuant to clauses (a) or (b) above shall not, as of the date of any incurrence thereof, exceed the maximum aggregate principal amount which may be incurred and secured on the Collateral on such date as "Permitted Bank Debt" pursuant to, and as defined in, the Junior Credit Agreement (as such agreement is in effect on the date hereof without giving effect to any amendment or other modification thereof following the date of this Agreement). To the extent any payment with respect to the Senior Secured Obligations (whether by or on behalf of any Loan Party, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential in any respect, set aside or required to be paid to a debtor in possession, trustee, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

"Senior Collateral Documents" means the "Collateral Documents" as defined in the Senior Credit Agreement, including the Senior Pledge and Security Agreement, and any other document or instrument pursuant to which a Lien is granted securing the Senior Secured Obligations, as the same may be amended, renewed, extended, supplemented or modified from time to time.

"Senior Loan Document" means, with respect to any Senior Secured Obligation, any provision pertaining to such Senior Secured Obligation in any "Loan Document" as defined in the Senior Credit Agreement, or any other document, instrument or certificate evidencing or delivered in connection with such Senior Secured Obligation, including the Senior Collateral Documents.

"Senior Party" means each of the Senior Agent, each "Lender" and

each "Issuer" as defined in the Senior Credit Agreement and each other holder of a Senior Secured Obligation.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other business entity of which an aggregate of 50% or more of the

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outstanding Voting Stock is, at the time, directly or indirectly, owned or controlled by such Person or one or more Subsidiaries of such Person.

Voting Stock" means capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of any Person having ordinary power to vote in the election of members of the board of directors, managers, trustees or other controlling Persons, of such Person (irrespective of whether, at the time, Stock of any other class or classes of such entity shall have or might have voting power by reason of the happening of any contingency).

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code of the State of New York, as amended.

1.2 Certain Other Terms

(a) The terms "herein," "hereof," "hereto" and "hereunder" and similar terms refer to this Agreement as a whole and not to any particular Article, Section, subsection or clause in this Agreement.

(b) References herein to an Annex, Schedule, Article, Section, subsection or clause refer to the appropriate Annex or Schedule to, or Article, Section, subsection or clause in this Agreement.

(c) Where the context requires, provisions relating to any Collateral, when used in relation to any Loan Party, shall refer to such Loan Party's Collateral or any relevant part thereof.

(d) Any reference in this Agreement to a Loan Document shall include all exhibits and schedules thereto, and, unless specifically stated otherwise all amendments, restatements, supplements or other modifications thereto, and as the same may be in effect at any time such reference becomes operative.

(e) The term "including" means "including without limitation" except when used in the computation of time periods.

(f) References in this Agreement to any statute shall be to such statute as amended or modified and in effect from time to time.

SECTION 2. LIEN PRIORITIES

2.1 Subordination

Notwithstanding the date, manner or order of grant, attachment or perfection of any Lien securing any Junior Secured Obligation or of any Lien securing any Senior Secured Obligation and notwithstanding any provision of the UCC or any applicable Requirement of Law or the Loan Documents or any other circumstance whatsoever, each Loan Party and each Agent, for itself and on behalf of the Secured Parties it represents, agrees as follows: (a) any Lien on the Collateral securing any Senior Secured Obligation, whether now or hereafter existing and regardless of how acquired or created, shall be senior and prior to any Lien on the Collateral securing any Junior Secured Obligation and (b) any Lien on the Collateral securing any Junior Secured Obligation, whether now or hereafter existing and regardless of how acquired or created, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and

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subordinate in all respects to all Liens on the Collateral securing any Senior Secured Obligation. All Liens on the Collateral securing any Senior Secured Obligation shall be and remain senior to all Liens on the Collateral securing any Junior Secured Obligation for all purposes, whether or not such Liens securing any Senior Secured Obligation are subordinated to any obligation or any

Lien securing any other obligation.

2.2 Prohibition on Contesting Liens

Each Agent, for itself and on behalf of the respective Secured Parties it represents, agrees that it shall not, and hereby waives any right to, contest, or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the priority, validity or enforceability of any Lien held by or for the benefit of any Senior Party or Junior Party in the Collateral.

2.3 New Liens

(a) The parties hereto agree that, prior to the payment in full of the Secured Obligations, any Lien on any asset of any Loan Party securing any Secured Obligation (and which asset is not also subject to a Lien securing all of the Secured Obligations in accordance with the priorities set forth herein) shall immediately be released upon demand by the Senior Agent or assigned to the Senior Agent on behalf of the Senior Parties, subject to the priorities set forth in Section 2.1, and, at all times prior to such release or assignment, the Senior Agent shall be acting as a sub-agent of the Junior Collateral Agent for the sole purpose of perfecting the Lien on such asset.

(b) Each Loan Party hereby agrees not to grant, or to permit any of its Subsidiaries to grant, except as expressly permitted by the Senior Credit Agreement and the Junior Credit Agreement, any Lien on any of its respective assets securing the Senior Claims or the Junior Claims, as the case may be, to any Person other than the Senior Agent on behalf of the Senior Secured Parties and the Junior Collateral Agent on behalf of the Junior Secured Parties, subject to the priorities set forth in Section 2.1.

SECTION 3. ENFORCEMENT; APPLICATION OF PROCEEDS OF COLLATERAL AND OTHER PAYMENTS

3.1 Exercise of Remedies

(a) Each Agent, for itself and on behalf of the Secured Parties it represents, agrees that, as long as the Senior Secured Obligations have not been paid in full, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Loan Party:

(i) no Junior Party will (A) exercise or seek to exercise any right or remedy with respect to any Collateral or (B) institute any action or proceeding with respect to any such right or remedy, including any action of foreclosure;

(ii) no Junior Party will contest, protest or object to (A) any foreclosure proceeding or action brought by any Senior Party, (B) the exercise of any right or remedy by any Senior Party under any Loan Document or any other exercise by any Senior Party of any rights and remedies relating to the Collateral, under the Loan Documents or otherwise, (C) any disposition or release of Collateral permitted under Section 5.1 (Releases; Enforcement by Senior Agent) or (D) the forbearance by any

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Senior Party from bringing or pursuing any foreclosure proceeding or any action or any other exercise of any rights or remedies relating to the Collateral; and

(iii) the Senior Parties shall have the exclusive right to enforce rights, exercise remedies and make determinations regarding release, disposition, or restrictions with respect to the Collateral (except as otherwise expressly provided hereunder) without any consultation with, or the need to obtain a consent from, any Junior Party.

In exercising rights and remedies with respect to the Collateral, the Senior Parties may enforce the provisions of the Senior Loan Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion, subject to acting in a commercially reasonable manner in accordance with the UCC. Such exercise and enforcement shall include, without limitation, the rights of an agent appointed by them to sell or otherwise dispose of Collateral upon foreclosure, to incur expenses in

connection with such sale or disposition, and to exercise all the rights and remedies of a secured lender under the uniform commercial code of any applicable jurisdiction and of a secured creditor under the Bankruptcy Code and bankruptcy or similar laws of any applicable jurisdiction.

(b) Each Junior Agent, for itself and on behalf of the Junior Parties, agrees that, following the occurrence of (i) an "Event of Default" (as defined in the Senior Credit Agreement), if the Senior Agent or the "Requisite Lenders" (as defined in the Senior Credit Agreement) require proceeds of Collateral to be applied in accordance with Section 2.12(f) (Payments and Computations) of the Senior Credit Agreement, or (ii) an acceleration of any Senior Secured Obligations pursuant to Section 8.2 (Remedies) of the Senior Credit Agreement, such Junior Agent shall not with respect to the Junior Secured Obligations take or receive from or on behalf of any Loan Party, directly or indirectly, in cash or other property or by setoff, counterclaim or in any other manner (whether pursuant to any enforcement, collection, execution, levy, foreclosure action or other proceeding or otherwise) any Collateral or any proceeds of Collateral, unless and until all Senior Secured Obligations have been paid in full in accordance with Section 2.12(f) (Payments and Computations) of the Senior Credit Agreement. Without limiting the generality of the foregoing, unless and until the Senior Secured Obligations have been paid in full, except as expressly provided herein, the sole right of the Junior Parties with respect to the Collateral is to hold a Lien on the Collateral pursuant to the Loan Documents for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after payment in full of the Senior Secured Obligations; provided however, that nothing in this sentence shall be construed to impair the right of the Junior Parties (x) to receive payments of principal and interest as provided for in the Junior Credit Agreement, and (y) after 90 days following the occurrence of an Event of Default (as defined in the Junior Credit Agreement), while it is continuing, to enforce such right to such payments by bringing suit at law (but not to exercise any rights in respect of the Liens of the Junior Parties on the Collateral) with respect to any unpaid amounts of such payments.

3.2 Application of Proceeds of Collateral and Other Payments

(a) Following the occurrence of (i) an "Event of Default" (as defined in the Senior Credit Agreement), if the Senior Agent or the "Requisite Lenders" (as defined in the Senior Credit Agreement) require proceeds of Collateral to be applied in accordance with Section 2.12(f) (Payments and Computations) of the Senior Credit Agreement, or (ii) an acceleration of any Senior Secured Obligations pursuant to Section 8.2 (Remedies) of the Senior Credit Agreement, all proceeds of Collateral received by the Agents shall be applied by the Senior Agent in the payment of the Senior Secured Obligations in accordance with the order of application set forth in Section 2.12(f) of the Senior Credit Agreement. Following the payment in full of the Senior Secured Obligations, at such time and to the extent required by Section 2.9 (Payments and

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Computations) of the Junior Credit Agreement, all proceeds of Collateral received by the Agents shall be applied by the Junior Administrative Agent in payment of the Junior Secured Obligations in accordance with the order of application set forth in Section 2.9(f) of the Junior Credit Agreement.

SECTION 4. PAYMENTS OVER

Unless and until all Senior Secured Obligations shall have been paid in full, any Collateral or proceeds thereof or any payment received by any Junior Party from proceeds of the Collateral shall be segregated and held in trust and forthwith paid over to the Senior Agent for application to the Senior Secured Obligations in the priority set forth in Section 3.2 (Application of Proceeds of Collateral and Other Payments) in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. The Senior Agent is hereby authorized to make any such endorsements as agent for any such Junior Party. This authorization is coupled with an interest and is irrevocable.

SECTION 5. OTHER AGREEMENTS

5.1 Releases; Enforcement by Senior Agent

(a) In accordance with the terms hereof, each Collateral Agent shall

release (or, in the case of clause (ii) below, release or subordinate or, as applicable, confirm that such Collateral Agent holds no such Lien) any Lien held by either of them for the benefit of any Secured Party:

(i) against all of the Collateral, upon payment in full of all Secured Obligations that the Senior Agent has been notified in writing are then due and payable (provided, that such notification shall not be required with respect to Secured Obligations in respect to loans, letters of credit and commitments);

(ii) against any assets that are subject to a Lien permitted by clauses (d) or (e) of Section 7.2 (Liens, Etc.) of the Senior Credit Agreement or that constitute "Excluded Property" under and as defined in the Senior Pledge and Security Agreement;

(iii) against any Collateral (including, if applicable, all or substantially all of the Collateral) sold or disposed of by a Loan Party if such sale or disposition is permitted by the Senior Credit Agreement (or permitted pursuant to a valid waiver or consent if a transaction is otherwise prohibited by the Senior Credit Agreement); and

(iv) against any Pledged Collateral that has been cancelled, replaced or repaid in accordance with the terms of the Senior Credit Agreement.

(b) To the extent the Junior Collateral Agent is required to release any Lien pursuant to clause (a) above, the Senior Agent is authorized to release such Liens for, and in the name of, the Junior Collateral Agent until the Senior Secured Obligations are paid in full.

5.2 Exclusive Rights with Respect to Certain Collateral

(a) As between the Senior Parties and the Junior Parties, to the extent any of the following rights are granted under the Loan Documents:

(i) Unless and until the Senior Secured Obligations are paid in full, the Senior Parties shall have the sole and exclusive right, subject to the rights of the Borrower and the other Loan Parties under the Loan Documents, to adjust

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settlement for any insurance policy covering the Collateral in the event of any loss thereunder and approve any award granted in any condemnation or similar proceeding affecting the Collateral. Unless and until the Senior Secured Obligations are paid in full, all proceeds of any such policy and any such award required to be paid to any Secured Party under any Loan Document shall be paid to the Senior Agent for application to the Secured Obligations in accordance with Section 3.2 (Application of Proceeds of Collateral and Other Payments). Without limiting the foregoing, (x) unless and until the Senior Secured Obligations are paid in full, if any Junior Party shall, at any time, receive any proceeds of any such insurance policy or any such reward or any other proceeds of Collateral in contravention of this Agreement, it shall pay such proceeds over to the Senior Agent in accordance with the terms of Section 4 (Payments Over) and (y) in the event the Senior Parties allow pursuant to the terms of the Loan Documents, or the terms of the Loan Documents allow, without regard to the consent of the Senior Parties, any portion of any insurance proceeds or condemnation proceeds or similar award to be used by the Borrower to repair or replace the Collateral affected or for any other purpose, each Junior Party hereby consents thereto.

(ii) Unless and until the Senior Secured Obligations are paid in full, the Senior Parties shall have the sole and exclusive right, subject to the rights of the Borrower and the other Loan Parties under the Loan Documents, to do any of the following: (A) notify account debtors of any Loan Party to make payments to any Collateral Agent, send "Blockage Notices" (as defined in the Senior Pledge and Security Agreement) and other similar rights with respect to general intangibles, including as set forth in Section 5.2 (Accounts and Payments in Respect of General Intangibles) of the Senior Pledge and Security Agreement, (B) receive dividends and distributions, send notices or otherwise exercise any rights with respect to any Collateral consisting of instruments or stock pledged as Collateral, including all rights set forth in Section 5.3 (Pledged

Collateral) of the Senior Pledge and Security Agreement and as defined therein and (C) exercise any registration and similar rights with respect to any stock pledged as Collateral, including all rights set forth in Section 5.5 (Registration Rights) of the Senior Pledge and Security Agreement.

(b) Except as contemplated in the previous sentence or as otherwise provided under the Senior Loan Documents, any payment received by the Senior Agent under this Section 5.2 after the occurrence and during the continuance of any Event of Default (as defined in the Senior Credit Agreement) shall be applied to the Secured Obligations in accordance with Section 3.2 (Application of Proceeds of Collateral and Other Payments).

5.3 Senior Agent as Bailee; Representative; Relationship

(a) The Senior Agent agrees to hold the Collateral that is in its possession or control (or in the possession or control of its agents or bailees) as bailee or as agent, as the case may be, for the Junior Collateral Agent (and any assignee thereof) solely for the purpose of perfecting the security interest granted in such Collateral to the Junior Collateral Agent pursuant to the applicable Junior Collateral Documents, subject to the terms and conditions of this Section 5.3. For the avoidance of doubt, solely for purposes of perfecting the Lien in favor of the Junior Collateral Agent, the Senior Agent agrees that it shall be the agent of the Junior Collateral Agent with respect to any Deposit Accounts or Securities Accounts (each as respectively defined

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in the Senior Pledge and Security Agreement) included in the Collateral that are controlled or held by the Senior Agent.

(b) Except as otherwise expressly provided for herein, until the Senior Secured Obligations are paid in full, the Senior Agent shall be entitled to deal with the Collateral in accordance with the terms of the Loan Documents as if the Liens of or for the benefit of any Junior Party under any applicable Loan Documents did not exist. The rights of each Junior Party with respect to the Collateral shall at all times be subject to the terms of this Agreement.

(c) The Senior Agent shall have no obligation whatsoever to any Junior Party to assure that the Collateral is genuine or owned by the Borrower or any other Loan Party or to preserve the rights or benefits of any Person.

(d) The Senior Agent shall not have by reason of the Loan Documents, this Agreement or any other document a fiduciary relationship in respect of any Junior Party. No Junior Party shall have by reason of the Loan Documents, this Agreement or any other document a fiduciary relationship in respect of the Senior Agent or any Senior Party.

(e) Each Loan Party hereby authorizes the Senior Agent, upon the payment in full of the Senior Secured Obligations, to deliver to the Junior Collateral Agent the Collateral held or received by it (together with any other proceeds of Collateral held by it), and to make, including in the name of the Borrower or any other Loan Party, any necessary endorsement.

(f) Each Collateral Agent shall be entitled to rely upon any certificate, notice, consent or other instrument in writing (including any facsimile transmission) believed by such Collateral Agent to be genuine and correct and to have been signed or sent or made by or on behalf of a proper Person.

SECTION 6. INSOLVENCY OR LIQUIDATION PROCEEDINGS

6.1 Financing Issues; Adequate Protection

Each Junior Agent, for itself and on behalf of the Junior Parties, agrees that, if any Loan Party shall be subject to any Insolvency or Liquidation Proceeding:

(a) the Junior Agents will not raise any objection to, and will not contest (or support any Person in objecting to or contesting):

(i) any request, consent or objection by the Senior Agent or any Senior Party to any Person receiving Adequate Protection;

(ii) any consent or objection by the Senior Agent or any Senior Party to the use of cash collateral by any Loan Party; or

(iii) any consent or objection by the Senior Agent or any Senior Party to any Loan Party obtaining financing under section 363 or section 364 of the Bankruptcy Code ("DIP Financing");

provided, however, that the Senior Agent, for itself and on behalf of the Senior Parties, agrees that in any Insolvency or Liquidation Proceeding, if any Senior Party is granted Adequate Protection in the form of the benefit of additional or replacement Liens or collateral in connection with any of the foregoing, then such Senior Party will not object to the grant to the Junior Parties of Adequate Protection in the form of additional or replacement Liens on the Collateral (including proceeds thereof arising after the commencement of any Insolvency or Liquidation Proceeding) or additional or replacement collateral to secure the Junior Secured Obligations, as long as such Lien is subordinated to the Liens securing the Senior Secured Obligations to the same extent as

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the other Liens of the Junior Parties on the Collateral are subordinated hereunder to the Liens securing the Senior Secured Obligations;

(b) to the extent the Liens securing the Senior Secured Obligations are subordinated to, or pari passu with, any DIP Financing, the Junior Collateral Agent shall subordinate its Liens on the Collateral to such DIP Financing and all Junior Secured Obligations relating thereto on the same basis as the Liens securing the Junior Secured Obligations are subordinated to the other Senior Secured Obligations under this Agreement; and

(c) no Junior Party will request the payment of interest on any Junior Secured Obligation accrued or accruing after the commencement of an Insolvency or Liquidation Proceeding or any other Adequate Protection or any other relief except as permitted under clause (a) above or otherwise permitted by the Senior Agent.

6.2 Relief From the Automatic Stay

Each Junior Agent, for itself and on behalf of each Junior Party, agrees that no Junior Party shall seek relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral without the prior written consent of the Senior Agent and the "Requisite Lenders" as defined in the Senior Credit Agreement.

6.3 No Waiver

Except as provided in Section 6.1 (Financing Issues; Adequate Protection), nothing contained herein shall prohibit or in any way limit the Senior Agent or any Senior Party from objecting in any Insolvency or Liquidation Proceeding or otherwise to any action taken by the Junior Party, including the seeking by any Junior Party of Adequate Protection or the asserting by any Junior Party of any of its rights and remedies under the Loan Documents or otherwise.

6.4 Preference Issues

If any Senior Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of the Borrower or the estate of any other Loan Party, any amount (a "Recovery"), then the Senior Secured Obligations of such Senior Parties shall be reinstated to the extent of such Recovery and such Senior Parties shall be entitled to receive payment in full of all such recovered amounts. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto.

SECTION 7. WAIVERS; ETC.

7.1 No Waiver of Provisions

(a) No right of any of the Senior Agent or any Senior Party to enforce any provision of this Agreement shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Borrower or any other Loan Party or by any act or failure to act by any Senior Party or

the Senior Agent, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement or any of the Loan Documents, regardless of any knowledge thereof which the Senior Agent or the Senior Parties, or any of them, may have or be otherwise charged with.

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(b) Each Junior Party, also agrees that the Senior Parties and the Senior Agent shall have no liability to any Junior Party, and each Junior Party hereby waives any claim against any Senior Party or the Senior Agent arising out of any and all actions which any of the Senior Parties or the Senior Agent may take or permit or omit to take with respect to (i) the Loan Documents, (ii) the collection of the Senior Secured Obligations or (iii) the foreclosure upon, or sale, liquidation or other disposition of, the Collateral (except only, in the case of Collateral, to the extent such foreclosure, sale, liquidation or other disposition is not made in a commercially reasonable manner in accordance with the UCC). Each Junior Party agrees that the Senior Parties have no duty to them in respect of the maintenance or preservation of the Collateral.

(c) Each Junior Agent, for itself and on behalf of the Junior Parties, agrees that, unless and until the Senior Secured Obligations are paid in full, no Junior Party shall assert and each hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshaling, appraisal, valuation or other similar right that may otherwise be available under applicable Requirement of Law or any other similar rights a secured creditor may have under applicable Requirement of Law.

7.2 Obligations Unconditional

All rights, interests, agreements and obligations of the Senior Agent, the Senior Parties and the Junior Parties, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Loan Documents;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the Senior Secured Obligations or Junior Secured Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of the Senior Credit Agreement, the Junior Credit Agreement or of the terms of the Loan Documents;

(c) any exchange, release or lack of perfection of any security interest or other Lien in any Collateral or any other collateral, or any release, amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of any Secured Obligation or any guarantee thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding;
or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, the Borrower or any Loan Party in respect of any Secured Obligation, or of any Junior Party in respect of this Agreement;

provided, however, that nothing in this Section 7.2 shall be construed to modify or amend the provisions of Section 10.1 (Amendments, Waivers, Etc.) of the Senior Credit Agreement.

SECTION 8. MISCELLANEOUS

8.1 Conflicts

Except as expressly provided herein, in the event of any conflict between the provisions of this Agreement and the provisions of any Loan Document, the provisions of this Agreement shall govern. It is further expressly understood that the Lien subordination and other terms referred to herein shall not, as between the Loan Parties and the Secured Parties, waive, cancel, relieve the Borrower or any other Loan Party from any liability or obligation, or otherwise modify any liability or obligation, that the Borrower or such Loan Party may have to the Senior

Agent, any Senior Party or any Junior Party under the Senior Credit Agreement any other Loan Document.

8.2 Effectiveness

This Agreement shall become effective when executed and delivered by the Senior Agent, each Junior Agent, the Borrower and each other Loan Party party hereto and shall be effective both before and after the commencement of any Insolvency or Liquidation Proceeding. All references to the Borrower or any other Loan Party shall include the Borrower or such Loan Party (as the case may be) as debtor and debtor-in-possession and any receiver or trustee for the Borrower or such Loan Party (as the case may be) in any Insolvency or Liquidation Proceeding.

8.3 Continuing Nature of this Agreement

This Agreement (other than the provisions Section 3.2 (Application of Proceeds of Collateral and Other Payments) and Section 5.1 (Releases; Enforcement by Senior Agent)) shall continue to be effective until all Senior Secured Obligations shall have been paid in full, and the provisions of Sections 3.2 and 5.1 shall continue to be effective until all Senior Secured Obligations and Junior Secured Obligations have been paid in full. This is a continuing agreement of Lien subordination and the Senior Parties may continue, at any time and without notice to any Junior Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Borrower on the faith hereof. Except as expressly provided herein or in the Senior Credit Agreement, each Junior Party hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding.

8.4 Amendments; Waivers

(a) No amendment, modification or waiver of any of the provisions of this Agreement by the Senior Agent or any Junior Agent shall be deemed to have been made unless executed by the Senior Agent and each Junior Agent; provided, that no such amendment, modification or waiver shall require the consent of the Borrower or any other Loan Party except to the extent provided in Section 8.4(b).

(b) Anything herein to the contrary notwithstanding, the consent of the Borrower shall not be required for amendments, modifications or waivers of the provisions of this Agreement other than those that (i) affect any obligation or right of the Borrower or any Loan Party hereunder or that would impose any additional obligations on the Borrower or any Loan Party, (ii) change the ability of any Collateral Agent to release Collateral (or to subordinate the Liens on the Collateral of the Collateral Agents to Liens permitted under the Senior Credit Agreement), (iii) change the rights of the Borrower to make payments of interest and principal in respect of the Junior Secured Obligations or (iv) have the effect of making the Liens securing the Junior Parties *pari passu* with the Liens securing the Senior Parties. Anything herein to the contrary notwithstanding, the consent of no Loan Party (other than the Borrower in the circumstances set forth in the preceding sentence) shall be required for amendments, modifications or waivers of the provisions of this Agreement.

8.5 Notices

Any notice or other communication herein required or permitted to be given to (a) any party hereto that is also a party to the Senior Credit Agreement shall be made in accordance with Section 10.8 of the Senior Credit Agreement, (b) any party hereto that is also a

party to the Junior Credit Agreement shall be made in accordance with Section 8.8 of the Junior Credit Agreement.

8.6 Further Assurances

Each of the Borrower and the other Loan Parties party hereto and each Junior Agent, for itself and on behalf of each Junior Party, agrees that

each Loan Party and each Junior Party shall, at the Borrower's expense, take such further action and execute and deliver to the Senior Agent and the Senior Parties such additional documents and instruments (in recordable form, if requested), in each case as the Senior Agent or the other Senior Parties may reasonably request to effectuate the terms of and the subordination contemplated by this Agreement.

8.7 Governing Law

This Agreement and the rights and liabilities of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

8.8 Specific Performance

Each of the Agents and the Secured Parties may demand specific performance of this Agreement. Each of the Senior Agent, on behalf of itself and the Senior Parties, and each Junior Agent, on behalf of itself and the Junior Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the other Person.

8.9 Section Titles

The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement, except when used to reference such sections.

8.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Agreement by facsimile transmission or by posting on the Approved Electronic Platform (as defined in each of the Senior Credit Agreement and the Junior Credit Agreement) shall be as effective as delivery of a manually executed counterpart thereof.

[SIGNATURE PAGES FOLLOW]

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

CITICORP NORTH AMERICA, INC., as Senior Agent

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

Address:

388 Greenwich Street, 19th Floor
New York, New York 10013
Attention:
Telecopy no.:
email address:

CITICORP NORTH AMERICA, INC., as Junior
Administrative Agent

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

Address:

388 Greenwich Street, 19th Floor
New York, New York 10013

Attention:
Telecopy no.:
email address:

CITICORP NORTH AMERICA, INC., as Junior Collateral Agent

By: /s/ ASGHAR ALI

Name: Asghar Ali
Title: Vice President

Address:

388 Greenwich Street, 19th Floor
New York, New York 10013
Attention:
Telecopy no.:
email address:

[SIGNATURE PAGE TO INTERCREDITOR AGREEMENT]

AMKOR TECHNOLOGY, INC., as Borrower

By: /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Executive Vice President and
Chief Financial Officer

GUARDIAN ASSETS, INC., as a Loan Party

By: /s/ KENNETH T. JOYCE

Name: Kenneth T. Joyce
Title: Chief Financial Officer

UNITIVE, INC., as a Loan Party

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

UNITIVE ELECTRONICS, INC., as a Loan Party

By: /s/ ARTHUR BERGENS

Name: Arthur Bergens
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTERCREDITOR AGREEMENT]

Amkor Closes on \$300 Million Term Loan

CHANDLER, Ariz., Oct. 27 — Amkor Technology, Inc. (Nasdaq: AMKR) announced that it has successfully closed on a six-year \$300 million second lien term loan credit facility through a group of institutional lenders led by Citigroup, J.P. Morgan and Merrill Lynch. The non-amortizing term loan will have a single bullet payment due October 27, 2010 and will bear interest at a floating rate based on LIBOR plus a margin of 4.5%. Amkor intends to use the net proceeds of the term loan for working capital and general corporate purposes.

“We are pleased with the structure and terms of this credit facility, which provides Amkor with additional liquidity during the current semiconductor industry downturn,” said Ken Joyce, Amkor’s chief financial officer.

About Amkor:

Amkor is a leading provider of contract semiconductor assembly and test services. The company offers semiconductor companies and electronics OEMs a complete set of microelectronic design and manufacturing services. More information on Amkor is available from the company’s SEC filings and on Amkor’s web site: www.amkor.com.

Contact:

Jeffrey Luth
VP Corporate Communications
(480) 821-5000 Ext. 5130
jluth@amkor.com