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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

**AMKOR TECHNOLOGY, INC.**

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(Name of Issuer)

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Common Stock, par value \$0.001 per share  
(Title of Class of Securities)

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031652100  
(CUSIP Number)

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James J. Kim  
1900 S. Price Road  
Chandler, AZ 85286  
Telephone: (480) 575-7253  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

Copy to:

Richard D. Rosen, Esq.  
Cohen & Grigsby, P.C.  
625 Liberty Avenue  
Pittsburgh, PA 15222-3152  
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See Item 6  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 67,449,604 shares
	<b>8.</b>	SHARED VOTING POWER. 10,000,000 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 67,449,604 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 10,000,000 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 77,449,604 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 32.45% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. Agnes C. Kim	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 23 shares
	<b>8.</b>	SHARED VOTING POWER. 0
	<b>9.</b>	SOLE DISPOSITIVE POWER. 23 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 23 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.00%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. John T. Kim	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 36,668 shares
	<b>8.</b>	SHARED VOTING POWER. 0
	<b>9.</b>	SOLE DISPOSITIVE POWER. 36,668 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 36,668 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.02% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. David D. Kim, as Trustee	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 14,457,344 shares
	<b>8.</b>	SHARED VOTING POWER. 2,698,513 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 14,457,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 2,698,513 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 17,155,857 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 9.31% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. John T. Kim, as Trustee	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 14,457,344 shares
	<b>8.</b>	SHARED VOTING POWER. 24,441,078 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 14,457,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 24,441,078 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 38,898,422 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 20.36% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Susan Y. Kim, as Trustee	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 6,257,344 shares
	<b>8.</b>	SHARED VOTING POWER. 33,105,965 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 6,257,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 33,105,965 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 39,363,309 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 20.74% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). IN	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. David D. Kim Trust of 12/31/87	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 14,457,344 shares
	<b>8.</b>	SHARED VOTING POWER. 0
	<b>9.</b>	SOLE DISPOSITIVE POWER. 14,457,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 14,457,344 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 7.90%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	



CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. John T. Kim Trust of 12/31/87	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 14,457,344 shares
	<b>8.</b>	SHARED VOTING POWER. 0
	<b>9.</b>	SOLE DISPOSITIVE POWER. 14,457,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 14,457,344 shares of the common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 7.90%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. Susan Y. Kim Trust of 12/31/87	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 6,257,344 shares
	<b>8.</b>	SHARED VOTING POWER. 0
	<b>9.</b>	SOLE DISPOSITIVE POWER. 6,257,344 shares
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 6,257,344 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 3.42%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Alexandra Kim Panichello	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 2,733,334 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 2,733,334 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 2,733,334 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 1.49%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Jacqueline Mary Panichello	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 2,733,333 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 2,733,333 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 2,733,333 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 1.49%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Dylan James Panichello	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 2,733,333 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 2,733,333 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 2,733,333 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 1.49%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,345,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,345,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,345,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.73% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,345,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,345,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,345,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.73% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,345,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,345,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,345,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.73% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	



CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,345,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,345,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,345,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.73% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,345,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,345,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,345,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.73% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,335,113 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,335,113 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,335,113 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.72% SEE ITEM 5.	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants dated 2/5/08	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,363,400 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,363,400 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,363,400 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.75%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants dated 2/5/08	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 1,363,400 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,363,400 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,363,400 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.75%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 

031652100
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<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants dated 2/5/08		
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3.</b>	SEC USE ONLY		
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.		
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0	
	<b>8.</b>	SHARED VOTING POWER. 1,363,400 shares	
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0	
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,363,400 shares	
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,363,400 shares of common stock		
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.75%		
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO		

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Trust FBO Descendants of John T. Kim dated 2/5/08	
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3.</b>	SEC USE ONLY	
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.	
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0
	<b>8.</b>	SHARED VOTING POWER. 2,726,800 shares
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0
	<b>10.</b>	SHARED DISPOSITIVE POWER. 2,726,800 shares
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 2,726,800 shares of common stock	
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 1.50%	
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO	

CUSIP No. 031652100

<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08		
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3.</b>	SEC USE ONLY		
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.		
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0	
	<b>8.</b>	SHARED VOTING POWER. 1,363,400 shares	
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0	
	<b>10.</b>	SHARED DISPOSITIVE POWER. 1,363,400 shares	
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 1,363,400 shares of common stock		
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.75%		
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO		



CUSIP No. 

031652100
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<b>1.</b>	NAMES OF REPORTING PERSONS. James J. Kim 2008 Qualified Annuity Trust dated 11/14/08		
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3.</b>	SEC USE ONLY		
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.		
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Commonwealth of Pennsylvania		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 0	
	<b>8.</b>	SHARED VOTING POWER. 10,000,000 shares	
	<b>9.</b>	SOLE DISPOSITIVE POWER. 0	
	<b>10.</b>	SHARED DISPOSITIVE POWER. 10,000,000 shares	
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 10,000,000 shares of common stock		
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 5.46%		
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). OO		

CUSIP No. 

031652100
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<b>1.</b>	NAMES OF REPORTING PERSONS. The James and Agnes Kim Foundation, Inc.		
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3.</b>	SEC USE ONLY		
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). No change.		
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Pennsylvania Non-Profit Corporation		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 150,000 shares	
	<b>8.</b>	SHARED VOTING POWER. 0	
	<b>9.</b>	SOLE DISPOSITIVE POWER. 150,000 shares	
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0	
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 150,000 shares of common stock		
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 0.08%		
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). CO		

CUSIP No. 

031652100
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<b>1.</b>	NAMES OF REPORTING PERSONS. 915 Investments, LP		
<b>2.</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3.</b>	SEC USE ONLY		
<b>4.</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS). WC		
<b>5.</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
<b>6.</b>	CITIZENSHIP OR PLACE OF ORGANIZATION. Pennsylvania Limited Partnership		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7.</b>	SOLE VOTING POWER. 49,594,980 shares	
	<b>8.</b>	SHARED VOTING POWER. 0	
	<b>9.</b>	SOLE DISPOSITIVE POWER. 49,594,980 shares	
	<b>10.</b>	SHARED DISPOSITIVE POWER. 0	
<b>11.</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 49,594,980 shares of common stock		
<b>12.</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13.</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11). 21.32% SEE ITEM 5.		
<b>14.</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS). PN		

**ITEM 1. SECURITY AND ISSUER.**

This Amendment No. 3 (the "Amendment") amends the Statement on Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on November 28, 2005, as amended by Amendment No. 1 filed with the Commission on April 4, 2008 and Amendment No. 2 filed with the Commission on March 19, 2009, by the reporting persons who then constituted the Group and relates to the common stock, \$0.001 par value per share (the "Common Stock"), of Amkor Technology, Inc., a Delaware corporation ("Amkor" or the "Issuer"). The principal executive offices of Amkor are located at 1900 South Price Road, Chandler, Arizona 85286.

This Amendment is being filed to report the purchase of \$150 million of a 6.00% convertible senior subordinated note due April 15, 2014 (the "2009 Note") by 915 Investments, LP, a Pennsylvania limited partnership (the "Partnership") from Amkor on April 1, 2009 as more fully described in Item 6 and to make certain corrections to voting information and to the names of certain trusts contained in previous filings.

**ITEM 2. IDENTITY AND BACKGROUND.**

(a) This Amendment is being filed by the Group and separately by each of the following persons comprising the Group (each a "Reporting Person"):

- i. James J. Kim
- ii. Agnes C. Kim
- iii. John T. Kim
- iv. David D. Kim, as Trustee
- v. John T. Kim, as Trustee
- vi. Susan Y. Kim, as Trustee
- vii. David D. Kim Trust of 12/31/87
- viii. John T. Kim Trust of 12/31/87
- ix. Susan Y. Kim Trust of 12/31/87
- x. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Alexandra Kim Panichello
- xi. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Jacqueline Mary Panichello
- xii. Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Dylan James Panichello
- xiii. Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94
- xiv. Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92
- xv. Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01
- xvi. Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01

Schedule 13D/A

- xvii. Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03
- xviii. Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05
- xix. James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants dated 2/5/08
- xx. James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants dated 2/5/08
- xxi. James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants dated 2/5/08
- xxii. James J. Kim 2008 Trust FBO Descendants of John T. Kim dated 2/5/08
- xxiii. James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08
- xxiv. James J. Kim 2008 Qualified Annuity Trust dated 11/14/08
- xxv. The James and Agnes Kim Foundation, Inc.
- xxvi. 915 Investments, LP, for which James J. Kim is the sole general partner

(b) The principal business address for the natural persons listed above, who are all members of the Kim family (the "Kim Family"), and for the trusts for the members of the Kim Family listed above and their descendants (as such trusts are amended, modified or supplemented from time to time, the "Kim Trusts") is 1900 South Price Road, Chandler, AZ 85286. The principal business address for The James and Agnes Kim Foundation, Inc. (the "Foundation") is 1345 Enterprise Drive, West Chester, Pennsylvania. The principal business address for the Partnership is 915 Mount Pleasant Road, Bryn Mawr, Pennsylvania 19010.

(c) Attached as Schedule I hereto and incorporated herein by reference is a list containing (a) the present principal occupation or employment and (b) the name, principal business, and address of any corporation or other organization in which such employment is conducted, of each member of the Kim Family. The principal business of the Kim Trusts is purchasing, holding, and selling securities and other assets for investment purposes. The principal business of the Foundation is to receive contributions from donors which are invested and a portion of the investments is distributed to charitable organizations. The principal business of the Partnership is to serve as a fund through which the assets of its partners will be utilized to invest in, hold and trade in securities and other financial instruments.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) For each Reporting Person, the response to Row 6 on the cover page, indicating the citizenship or place of organization of such person, is incorporated herein by reference.

**ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

Item 3 is amended to include the following information:

The 2009 Note was purchased using the available funds of the Partnership.

**ITEM 4. PURPOSE OF TRANSACTION.**

Schedule 13D/A

Item 4 is amended and restated as follows:

The Kim Trusts will hold the shares of Common Stock received from James J. Kim for investment purposes for the benefit of its respective beneficiaries. The Kim Family, the Foundation and the Partnership will hold the shares of Common Stock for investment purposes only.

The Reporting Persons intend to review on a continuing basis their investment in the Issuer. The Reporting Persons may decide to increase or decrease their investment in the Issuer depending upon the price and availability of the Issuer's securities, subsequent developments affecting the Issuer, the Issuer's business and prospects, other investment and business opportunities available to the Reporting Persons, general stock market and economic conditions, tax considerations and other factors.

Other than as described above, none of the Reporting Persons has any plans or proposals that relate to or would result in any of the actions described in the preceding paragraph of this Item 4 of this Schedule 13D/A (although they reserve the right to develop such plans).

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER**

Item 5 is amended and restated as follows:

(a) The response to Row 11 in each Reporting Person's cover page, indicating the aggregate number and percentage of shares of Common Stock beneficially owned by each Reporting Person, is incorporated herein by reference. Each Reporting Person states that the filing of this Schedule 13D shall not be construed as an admission that such Reporting Person is, for the purposes of Section 13(d) or 13(g) of the Securities Act of 1933, as amended, the beneficial owner of the shares of Common Stock reported as beneficially owned by the other Reporting Persons in this Schedule 13D. The total number of shares which are beneficially owned by the members of the Group as a group is 137,249,405 or 55.63% of the outstanding shares of Common Stock. The number of shares beneficially owned by the Group includes 754,168 shares which may be acquired pursuant to options that are exercisable within 60 days of April 1, 2009, 13,351,132 shares that are issuable upon the conversion of notes that are convertible at any time prior to their December 1, 2013 maturity date and 49,594,980 shares that are issuable upon the conversion of a note that is convertible at any time prior to its April 15, 2014 maturity date. The ownership percentages were calculated based on 183,035,405 outstanding shares of Common Stock of Amkor, as reported in filings with the Securities and Exchange Commission as of March 20, 2009, increased, as appropriate, to include the shares beneficially owned by such Reporting Person that may be acquired pursuant to options exercisable within 60 days of April 1, 2009 and/or shares that are issuable upon conversion of notes.

(b) For each Reporting Person, the response to Row 7 on the cover page, indicating the number of shares as to which such person has the sole power to vote or to direct the vote is incorporated herein by reference.

For each Reporting Person, the response to Row 8 on the cover page, indicating the aggregate number of shares as to which such person has shared power to vote or to direct the vote, is incorporated herein by reference.

For each Reporting Person, the response to Row 9 on the cover page, indicating the number of shares as to which such person has the sole power to dispose or to direct the disposition is incorporated herein by reference.

For each Reporting Person, the response to Row 10 on the cover page, indicating the number of shares as to which such person has the shared power to vote or to direct the vote is incorporated herein by reference.

(c) See Items 1, 3, 4 and 6.

(d) Not applicable.

(e) Not applicable.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER**

Item 6 is amended and restated as follows:

Each of the individuals and trusts listed in Item 2(a) (previously defined as the “Group”) may be deemed a member of a group consisting of members of the Kim Family, the Kim Trusts established for the benefit of James J. Kim’s children and grandchildren, the Foundation and the Partnership, who each exercise voting or investment power with respect to shares of the Issuer’s Common Stock in concert with other members of the Group. James J. Kim, as general partner of the Partnership, has voting and investment power with respect to the Partnership. All of the directors and officers of the Foundation are members of the Kim Family. Accordingly, the Foundation might be expected to vote the shares of Common Stock of the Issuer that the Foundation owns in concert with the Kim Family, the Kim Trusts and the Partnership.

James J. Kim, the Foundation, Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94, Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92, Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01, Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01, Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03 and Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05 (collectively, the “2005 Investors”) entered into a voting agreement dated as of November 18, 2005 (the “2005 Voting Agreement”). Pursuant to the 2005 Voting Agreement, the 2005 Investors agreed to vote all shares of Amkor Common Stock issued upon conversion of the 6 1/4% convertible subordinated notes (the “2005 Notes” and upon conversion to Amkor Common Stock, the “2005 Converted Shares”) in accordance with the 2005 Voting Agreement. The 2005 Investors agree to vote all 2005 Converted Shares in a “neutral manner” on all matters submitted to Amkor stockholders for a vote, such that the shares subject to the 2005 Voting Agreement are required to be voted in the same proportion as all of the other outstanding securities (excluding securities beneficially owned, directly or indirectly, by the 2005 Investors) that are actually voted on a proposal submitted to Amkor’s stockholders for approval. The 2005 Investors are not required to vote in a “neutral manner” any 2005 Converted Shares that, when aggregated with all other voting shares held by the 2005 Investors, represent 41.6% or less of the total then-outstanding voting shares of Amkor Common Stock. The 2005 Voting Agreement shall terminate upon the earliest of (i) December 1, 2013, (ii) such time as no principal amount of 2005 Notes or any 2005 Converted Shares remains outstanding, (iii) a change of control transaction (as defined in the 2005 Voting Agreement) of Amkor, or (iv) the mutual agreement of the 2005 Investors and Amkor. A copy of the 2005 Voting Agreement is attached as Exhibit 10.1 and incorporated herein by reference.

The James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants, the James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants, the James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants, the James J. Kim 2008 Trust FBO Descendants of John T. Kim and the James J. Kim 2008 Trust FBO Descendants of David D. Kim are collectively referred to as the “2008 Trusts”. On February 11, 2008, the 2008 Trusts acquired an aggregate of 8,180,400 shares of Common Stock from Agnes C. Kim in a private transaction and financed such purchase by issuing promissory notes maturing on February 10, 2011, which on December 31, 2008 were replaced with promissory notes maturing on December 31, 2016 (the “2008 Notes”). In connection with the 2008 Notes, the 8,180,400 shares held by the 2008 Trusts have been pledged to Agnes C. Kim as collateral for the 2008 Notes. If an event of default with respect to any of the 2008 Notes occurs, which may include failure to make note payments when due, default in a payment of other borrowed money, distribution of a substantial part of a trust’s property or judgments exceeding \$25,000 being entered against a trust, Agnes C. Kim may declare any of the 2008 Notes in default and acquire voting and investment power with respect to the shares pledged as collateral.

In connection with the issuance of the 2009 Note, James J. Kim and the Partnership (collectively, the “2009 Investors”) and Amkor entered into a voting agreement dated as of March 26, 2009 (the “2009 Voting Agreement”). Pursuant to the 2009 Voting Agreement, the 2009 Investors agreed to vote all shares of Amkor Common Stock issued upon conversion of the 2009 Note (the “2009 Converted Shares”) in accordance with the 2009 Voting Agreement. The 2009 Investors agree to vote all 2009 Converted Shares in a “neutral manner” on all matters

submitted to Amkor stockholders for a vote, such that the shares subject to the 2009 Voting Agreement are required to be voted in the same proportion as all of the other outstanding securities (excluding securities beneficially owned, directly or indirectly, by the 2009 Investors) that are actually voted on a proposal submitted to Amkor's stockholders for approval. The 2009 Investors are not required to vote in a "neutral manner" any 2009 Converted Shares that, when aggregated with all other voting shares held by the 2009 Investors, represent 41.6% or less of the total then-outstanding voting shares of Amkor Common Stock. The 2009 Voting Agreement shall terminate upon the earliest of (i) such time as no principal amount of the 2009 Note remains outstanding and the 2009 Investors or their affiliates no longer beneficially own any of the 2009 Converted Shares, (ii) consummation of a change of control (as defined in the 2009 Voting Agreement) of Amkor, or (iii) the mutual agreement of the 2009 Investors and Amkor. A copy of the 2009 Voting Agreement is attached as Exhibit 10.2 and incorporated herein by reference.

In addition, the 2009 Investors, Deutsche Bank Securities Inc. ("Deutsche Bank") and Citigroup Global Markets Inc. ("Citigroup") entered into a commitment letter on March 25, 2009 (the "Commitment Letter") pursuant to which the 2009 Investors agreed to purchase in the aggregate a minimum of \$150 million and up to a maximum of \$200 million of promissory notes in the April 1, 2009 offering. Pursuant to the Commitment Letter, the 2009 Investors entered into a lock-up agreement with Deutsche Bank and Citigroup for a lock-up period of ninety days after April 1, 2009 in which the 2009 Investors agree not to, directly or indirectly, offer, sell, contract to sell, pledge or otherwise dispose of or enter into any transaction which is designed to or might reasonably be expected to result in the disposition by the 2009 Investors or any their affiliates or any person in privity with the 2009 Investors of any shares of capital stock of Amkor or any securities convertible into or exercisable or exchangeable for such capital stock with certain limited exceptions, including the exercise of options, transactions pursuant to Rule 10b5-1 or in certain circumstances when the transferee agrees to be bound by these restrictions. A copy of the Commitment Letter, including the form of lock-up agreement executed on March 25, 2009 by the 2009 Investors, Deutsche Bank and Citigroup, is attached as Exhibit 10.3 and incorporated herein by reference.

Amkor and the 2009 Investors also entered into a letter agreement dated March 26, 2009 (the "Letter Agreement") pursuant to which, among other things, Amkor agreed to use reasonable efforts to register the resale of the 2009 Note (and any shares of Common Stock issued upon the conversion thereof) on a shelf registration statement pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), upon the request of the 2009 Investors at any time after April 1, 2010. Amkor agreed to reimburse James J. Kim for the reasonable legal fees and expenses incurred by Mr. Kim in connection with the negotiation and purchase of the 2009 Note by the Partnership. A copy of the Letter Agreement is attached as Exhibit 10.4 and incorporated herein by reference.

Finally, Amkor executed the 2009 Note in favor of the Partnership, which matures on April 15, 2014. The 2009 Note accrues interest at a rate of 6.00% per year, which is subject to increase in certain circumstances, and is payable semi-annually in arrears on April 15 and October 15 of each year commencing October 15, 2009. The 2009 Note may be converted at any time by the 2009 Investors into shares of Amkor Common Stock at an initial conversion rate of 330.6332 shares of Amkor's Common Stock per \$1,000 principal amount of 2009 Note, subject to certain adjustments, which represent a conversion price of approximately \$3.02 per share of Common Stock. Upon the occurrence of a designated event, which includes a change of control or termination of trading, the 2009 Investors may require Amkor to repurchase the 2009 Note at a price equal to 100% of the principal amount plus accrued and unpaid interest up to but excluding the repurchase date. The 2009 Note contains certain events of default that could, subject to certain conditions, cause the unpaid principal amount plus accrued and unpaid interest on the 2009 Note to be due and payable, which include default in the payment of principal or installment interest, default in the delivery when due of any Common Stock deliverable upon conversion, breach of covenants, failure to provide timely notice of any designated event, failure of Amkor or any of its material subsidiaries to make timely payment of debt in excess of \$20 million and certain events of bankruptcy or insolvency of Amkor or any of its material subsidiaries. The shares issuable upon conversion of the 2009 Note have not been registered under the Securities Act. All of the notes issued in connection with the April 1, 2009 note offering, including the 2009 Note, are subordinated to the 2005 Notes. A copy of the form of 2009 Note is attached as Exhibit 10.5 and incorporated herein by reference.



Schedule 13D/A

The trust agreements for certain of the Kim Trusts authorize the trustees of such trusts to vote the shares of Common Stock of the Issuer held by them, in their discretion, in concert with members of the Kim Family. The Partnership grants James J. Kim, its general partner, sole voting and investment power with respect to all of the securities held by the Partnership. James J. and Agnes C. Kim are husband and wife. James J. Kim and Agnes C. Kim are the parents of Susan Y. Kim, David D. Kim and John T. Kim. Each of the David D. Kim Trust of 12/31/87, the John T. Kim Trust of 12/31/87 and the Susan Y. Kim Trust of 12/31/87 has as their sole trustee David D. Kim, John T. Kim and Susan Y. Kim, respectively. Susan Y. Kim is the parent of Alexandra Kim Panichello, Jacqueline Mary Panichello and Dylan James Panichello and is the co-trustee of each of her children's trusts along with John T. Kim. John T. Kim is the parent of Allyson Lee Kim and Jason Lee Kim and is the co-trustee of each of his children's trusts along with Susan Y. Kim. David D. Kim is co-trustee of the James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08, along with John T. Kim and Susan Y. Kim, and the Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05, along with John T. Kim.

**ITEM 7. MATERIALS TO BE FILED AS EXHIBITS**

The following documents are filed as exhibits:

<u>Exhibit Number</u>	<u>Exhibit Name</u>
99.1	Third Amended and Restated Agreement regarding joint filing
10.1	2005 Voting Agreement dated November 18, 2005 among Amkor Technologies, Inc., James J. Kim and the six trusts named therein
10.2	2009 Voting Agreement dated as of March 26, 2009 among Amkor Technologies, Inc., James J. Kim and 915 Investments, LP
10.3	Commitment Letter Agreement dated March 25, 2009 among Deutsche Bank Securities Inc., Citigroup Global Markets Inc., James J. Kim and 915 Investments, LP, including Exhibit A form of lock-up agreement among the same parties dated March 25, 2009
10.4	Letter Agreement dated March 26, 2009 among Amkor Technologies, Inc., James J. Kim and 915 Investments, LP
10.5	Form of 6.00% Convertible Senior Subordinated Note due 2014 executed by Amkor Technologies, Inc. in favor of 915 Investments, LP on April 1, 2009

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 15, 2009

/s/ James J. Kim  
James J. Kim

/s/ Agnes C. Kim  
Agnes C. Kim

/s/ John T. Kim  
John T. Kim

/s/ David D. Kim  
David D. Kim, as Trustee

/s/ John T. Kim  
John T. Kim, as Trustee

/s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

David D. Kim Trust of 12/31/87

By: /s/ David D. Kim  
David D. Kim, as Trustee

John T. Kim Trust of 12/31/87

By: /s/ John T. Kim  
John T. Kim, as Trustee

Susan Y. Kim Trust of 12/31/87

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98  
for the benefit of Alexandra Kim Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Schedule 13D/A

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Jacqueline Mary Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Dylan James Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01

By: /s/ John T. Kim  
John T. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03

By: /s/ John T. Kim  
John T. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05

By: /s/ David D. Kim  
David D. Kim, as Trustee

James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Schedule 13D/A

James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

James J. Kim 2008 Trust FBO Descendants of John T. Kim dated 2/5/08

By: /s/ John T. Kim  
John T. Kim, as Trustee

James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08

By: /s/ David D. Kim  
David D. Kim, as Trustee

James J. Kim 2008 Qualified Annuity Trust dated 11/14/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

The James and Agnes Kim Foundation, Inc.

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Secretary

915 Investments, LP

By: /s/ James J. Kim  
James J. Kim, as general partner

**SCHEDULE I**

ITEM 2. Name of Person Filing

James J. Kim

- (a) Present principal occupation or employment:  
Chairman and CEO of Issuer
- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

ITEM 2. Name of Person Filing

Agnes C. Kim

- (a) Present principal occupation or employment:  
Homemaker
- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

ITEM 2. Name of Person Filing

John T. Kim

- (a) Present principal occupation or employment:  
Private investor
- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

ITEM 2. Name of Person Filing

David D. Kim, as Trustee

- (a) Present principal occupation or employment:  
Private investor
- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

ITEM 2. Name of Person Filing

Susan Y. Kim, as Trustee

- (a) Present principal occupation or employment:  
Homemaker
- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

ITEM 2. Name of Person Filing

John T. Kim, as Trustee

- (a) Present principal occupation or employment:

Schedule 13D/A

Private investor

- (b) Address of Principal Business Office, or if none, Residence  
1900 S. Price Road, Chandler, AZ 85286

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Exhibit Name</b>
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10.4	Letter Agreement dated March 26, 2009 among Amkor Technologies, Inc., James J. Kim and 915 Investments, LP
10.5	Form of 6.00% Convertible Senior Subordinated Note due 2014 executed by Amkor Technologies, Inc. in favor of 915 Investments, LP on April 1, 2009

AMKOR TECHNOLOGY, INC.

VOTING AGREEMENT

This Voting Agreement (this "AGREEMENT") is made and entered into as of November 18, 2005 by and among Amkor Technology, Inc., a Delaware corporation (the "COMPANY"), James J. Kim ("MR. KIM"), The James and Agnes Kim Foundation, Inc., Trust U/D of James J. Kim dated 12/24/92 f/b/o Alexandra Kim Panichello, Trust U/D of James J. Kim dated 10/3/94 f/b/o Jacqueline Mary Panichello, Trust U/D of James J. Kim dated 10/15/01 f/b/o Dylan James Panichello, Trust U/D of James J. Kim dated 10/15/01 f/b/o Allyson Lee Kim, Trust U/D of James J. Kim dated 11/17/03 f/b/o Jason Lee Kim, and Trust U/D of James J. Kim dated 11/11/05 f/b/o Children of David D. Kim (collectively, the "INVESTORS"). Capitalized terms contained and not otherwise defined herein shall have the meaning ascribed to such terms in the Note Purchase Agreement (defined below).

RECITALS

A. The Company proposes to issue \$100 million in aggregate principal amount of 6.25% Convertible Subordinated Notes due 2013 (the "NOTES"), convertible into shares of the Company's common stock, \$0.001 par value (the "COMMON STOCK") pursuant to the terms and conditions of the Note Purchase Agreement (the "PURCHASE AGREEMENT") of even date herewith (the "FINANCING").

B. Investors are the beneficial owners (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT")) of such number of shares of the outstanding capital stock of the Company, and such number of shares of capital stock of the Company issuable upon the exercise of outstanding options and warrants, as is indicated on the signature page of this Agreement.

C. In consideration of the execution of the Purchase Agreement by the Company, Investors (in their capacity as such) have agreed to vote the Shares (as defined below) and over which Investors have voting power, in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. SHARES. During the term of this Agreement, Investors agree to vote all shares issued upon conversion of the Notes (the "SHARES") in accordance with the provisions of this Agreement. For purposes of this Agreement, Shares shall not include any securities of the Company of which Investors are the beneficial owners immediately prior to the Closing of the Financing or any securities of the Company acquired by Investors other than upon conversion of the Notes subsequent to the date of this Agreement.

2. VOTING. Until this Agreement is terminated pursuant to Section 3 hereof, Investors agree to vote and cause to be voted all Shares beneficially owned, either directly or indirectly, by them in a

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neutral manner on all matters submitted to the stockholders of the Company for a vote, whether required by the Company's charter or bylaws, pursuant to Delaware General Corporate Law or otherwise, including, but not limited to, the election of directors or a Change of Control Transaction (as defined below); provided, however, that to the extent that the Investors shall beneficially own, in the aggregate, securities of the Company representing less than forty-one and six-tenths percent (41.6%) of the then-outstanding voting power of the Company, then the Investors shall not be required to vote in a neutral manner such number of the Shares equal to the difference of (i) (x) the number of shares of Common Stock entitled to vote as of the record date set for any matter submitted for a vote of stockholders of the Company multiplied by (y) .416, less (ii) the total number of shares of Common Stock beneficially owned by the Investors in the aggregate on the record date set for such stockholder vote other than the Shares. In such instances, each Investor shall be entitled to vote a number of Shares in a non-neutral manner in direct proportion to such Investors beneficial ownership of voting securities of the Company. For purposes of this Agreement,



"NEUTRAL MANNER" means in the same proportion to all other outstanding voting securities of the Company (excluding any and all voting securities beneficially owned, directly or indirectly, by Investors) that are actually voted on a proposal submitted to the Company's stockholders for approval. By way of example only, if 100,000 voting securities that are not beneficially owned by Investors are cast with 60,000 of such shares voting "For" a proposal, 30,000 of such shares voting "Against" a proposal, and 10,000 of such shares abstaining, Investors shall vote sixty percent (60%) of the Shares "For" the proposal, thirty percent (30%) "Against" the proposal and abstain with respect to ten percent (10%) of the Shares. The term "vote" shall include any exercise of voting rights whether at an annual or special meeting of stockholders or by written consent or in any other manner permitted by applicable law.

3. TERMINATION. This Agreement shall terminate upon the earlier of (i) the Maturity Date of the Notes; (ii) at such time as no principal amount of the Notes or any Shares remains outstanding; (iii) a Change of Control Transaction; or (iv) the mutual agreement of the Company and Investors. "CHANGE OF CONTROL TRANSACTION" means either (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, tender offer, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) that results in the voting securities of the Company outstanding immediately prior thereto failing to represent immediately after such transaction or series of transactions (either by remaining outstanding or by being converted into voting securities of the surviving entity or the entity that controls such surviving entity) a majority of the total voting power represented by the outstanding voting securities of the Company, such surviving entity or the entity that controls such surviving entity; provided, however, that the Financing or conversion of the Notes pursuant to the terms of the Purchase Agreement shall not constitute a Change of Control Transaction; or (b) a sale, lease or other conveyance of all or substantially all of the assets of the Company.

4. ADDITIONAL SHARES. In the event that subsequent to the date of this Agreement any shares or other securities (other than pursuant to a Change of Control Transaction) are issued on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement.

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5. REPRESENTATIONS AND WARRANTIES OF INVESTORS. Investors hereby represent and warrant to the Company that, as of the date hereof, (i) Investors are the beneficial owner of the shares of Common Stock, and the options, warrants and other rights to purchase shares of Common Stock, set forth on the signature page of this Agreement, with full power to vote or direct the voting of the Shares for and on behalf of all beneficial owners of the Shares; (ii) the Shares are free and clear of any liens, pledges, security interests, claims, options, rights of first refusal, co-sale rights, charges or other encumbrances of any kind or nature (other than pursuant to the terms of restricted stock agreements as in effect on the date hereof); (iii) Investors do not beneficially own any securities of the Company other than the shares of Common Stock, and options, warrants and other rights to purchase shares of Common Stock, set forth on the signature page of this Agreement; (iv) Investors have and will have full power and authority to make, enter into and carry out the terms of this Agreement; (v) the execution, delivery and performance of this Agreement by Investors will not violate any agreement or court order to which the Notes or Shares are subject, including, without limitation, any voting agreement or voting trust; and (vi) this Agreement has been duly and validly executed and delivered by Investors and constitutes a valid and binding agreement of Investors, enforceable against Investors in accordance with its terms.

6. LEGENDING OF SHARES. If so requested by the Company, Investors hereby agree that the Shares shall bear a legend stating that they are subject to this Agreement.

7. FIDUCIARY DUTIES. Investors are signing this Agreement solely in their capacity as an owner of their respective Shares, and nothing herein shall prohibit, prevent or preclude Mr. Kim from taking or not taking any action in his capacity as an officer or director of the Company.

## 8. MISCELLANEOUS.

(a) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, e-mailed, mailed, or delivered to each party as follows: (i) if to the Investors, at each Investor's address, facsimile number or e-mail address set forth in the Company's records, or at such other address, facsimile number or e-mail address as such Investor shall have furnished the Company in writing, or (ii) if to the Company, at Amkor Technology, Inc., Attn: Chief Financial Officer, or at such other address or facsimile number as the Company shall have furnished to Investors in writing, with a copy to Robert Sanchez, Esq., Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid. With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Company's charter or bylaws, Investors agree that such notice may be given by facsimile or by electronic mail. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

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(b) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. The Company shall not permit the transfer (i) to any Affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of an Investor or (ii) to a person or entity with whom an Investor is part of a group for purposes of Section 13(d)(3) of the Exchange Act of any Shares on the Company's books or issue a new certificate representing any Shares unless and until the person or entity referred to in clauses (i) or (ii) of this subsection shall have executed a written agreement pursuant to which such person or entity becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person or entity was a party hereto.

(c) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

(d) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(e) Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments (including proxies) and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

(f) Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

(g) Specific Performance. Each of the parties hereto hereby acknowledge that (i) the representations, warranties, covenants and restrictions set forth in this Agreement are necessary, fundamental and required for the protection of the Company and its stockholders and to preserve for the Company and its stockholders the benefits of the Financing; (ii) such covenants relate to matters which are of a special, unique, and extraordinary character that gives each such representation, warranty, covenant and restriction a special, unique, and extraordinary value; and (iii) a breach of any such representation, warranty, covenant or restriction, or any other term or provision of this

Agreement, will result in irreparable harm and damages to the Company which cannot be adequately compensated by a monetary award. Accordingly, the Company and Investors hereby expressly agree that in addition to all other remedies available at law or in equity, the Company shall be entitled to the immediate remedy of specific performance, a temporary and/or permanent restraining order, preliminary injunction, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin any of the parties hereto from breaching any representations, warranties, covenants or restrictions set forth in this Agreement, or to specifically enforce the terms and provisions hereof.

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(h) Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investors.

(i) No Waiver. The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(j) Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

(signature page follows)

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The parties have executed this Voting Agreement as of the date first above written.

AMKOR TECHNOLOGY, INC.,  
A DELAWARE CORPORATION

/s/ Kenneth Joyce

-----  
Signature of Authorized Signatory

Kenneth Joyce, Exec. VP and CFO  
Name and Title of Authorized Signatory

(SIGNATURE PAGE TO VOTING AGREEMENT)

INVESTOR

/s/ James J. Kim

-----  
James J. Kim

Shares Beneficially Owned:

21,546,670 shares of Company Common  
Stock

139,516 shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants  
or other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ Agnes C. Kim

-----  
The James and Agnes Kim Foundation, Inc.

By: Agnes C. Kim

Title: President

Shares Beneficially Owned:

150,000 shares of Company Common Stock

139,520 shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 12/24/92  
f/b/o Alexandra Kim Panichello

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

10,000 shares of Company Common Stock

-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants  
or other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 10/3/94  
f/b/o Jacqueline Mary Panichello

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

10,000 shares of Company Common Stock

-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 10/15/01  
f/b/o Dylan James Panichello

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

10,000 shares of Company Common Stock

-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 10/15/01  
f/b/o Allyson Lee Kim

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

10,000 shares of Company Common Stock

-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 11/17/03  
f/b/o Jason Lee Kim

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

10,000 shares of Company Common Stock

-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

/s/ John T. Kim

-----  
Trust U/D of James J. Kim dated 11/11/05  
f/b/o Children of David D. Kim

By: John T. Kim

Title: Trustee

Shares Beneficially Owned:

-- shares of Company Common Stock  
  
-- shares of Company Common Stock  
issuable upon the exercise of  
outstanding options, warrants or  
other rights (1)

Address:

134 Enterprise Drive  
West Chester, PA 19380

(1) Does not include any Shares

(SIGNATURE PAGE TO VOTING AGREEMENT)

## AMKOR TECHNOLOGY, INC.

## 2009 VOTING AGREEMENT

This Voting Agreement (this "AGREEMENT") is made and entered into as of March 26, 2009 by and among Amkor Technology, Inc., a Delaware corporation (the "COMPANY"), James J. Kim ("MR. KIM"), and 915 Investments, LP (collectively, the "INVESTORS"). Capitalized terms contained and not otherwise defined herein shall have the meaning ascribed to such terms in the Note Purchase Agreement (defined below).

## RECITALS

A. The Company proposes to issue up to \$250 million in aggregate principal amount of Convertible Senior Subordinated Notes due 2014 (the "NOTES"), convertible into shares of the Company's common stock, \$0.001 par value (the "COMMON STOCK") pursuant to the terms and conditions of the Note Purchase Agreement (the "PURCHASE AGREEMENT") of even date herewith (the "FINANCING"), of which Investors will purchase at least \$150 million in aggregate principal amount and up to \$200 million in aggregate principal amount.

B. Investors and their affiliates are the beneficial owners (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT")); all references in this Agreement to "beneficial ownership" or like terms shall be deemed to be references to beneficial ownership by Investors, their affiliates and other persons or entities with whom they are acting in concert as so defined) of such number of shares of the outstanding capital stock of the Company, and such number of shares of capital stock of the Company issuable upon the exercise of outstanding options and warrants and conversion of notes, as is indicated on the signature page of this Agreement.

C. In consideration of the execution of the Purchase Agreement by the Company, Investors (in their capacity as such) have agreed to vote the Shares (as defined below) over which Investors have voting power, in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **SHARES.** During the term of this Agreement, Investors agree to vote all shares of Common Stock issued upon conversion of the Notes (the "SHARES") in accordance with the provisions of this Agreement. For purposes of this Agreement, Shares shall not include any securities of the Company of which Investors are the beneficial owners immediately prior to the Closing of the Financing or any securities of the Company acquired by Investors other than upon conversion of the Notes subsequent to the date of this Agreement. In this regard, the parties recognize that certain shares of Company Common Stock issuable upon conversion of the Company's 6.25% convertible Subordinated notes due 2013 are subject to a Voting Agreement dated as of November 18, 2005 by and among the Company, Mr. Kim and the other Investors

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named therein (the "2005 Voting Agreement"). The parties hereto agree that the obligations of Mr. Kim and the Company under the 2005 Voting Agreement shall not be affected by the execution, delivery or performance of this Agreement.

2. **VOTING.** Until this Agreement is terminated pursuant to Section 3 hereof, Investors agree to vote and cause to be voted all Shares beneficially owned, either directly or indirectly, by them in a neutral manner on all matters submitted to the stockholders of the Company for a vote, whether required by the Company's charter or bylaws, pursuant to the Delaware General Corporation Law or otherwise, including, but not limited to, the election of directors or a Change of Control Transaction (as defined below); provided, however, that to the extent that the Investors and their affiliates shall beneficially own, in the aggregate, securities of the Company representing less than forty-one and six-tenths percent (41.6%) of the then-outstanding voting power of the Company, then the Investors shall not be required to vote in a neutral manner such number of the Shares equal to the difference of (i) (x) the number of shares of Common Stock entitled to vote as of the record date set for any matter submitted for a vote of stockholders of the Company multiplied by (y) .416, less (ii) the total number of shares of Common Stock beneficially owned by the Investors in the aggregate on the record date set for such stockholder vote other than the Shares. In such instances, the Investors shall be entitled to vote a number of Shares in a non-neutral manner in direct proportion to such Investors' beneficial ownership of voting securities of the Company. For purposes of this Agreement, "neutral manner" means in the same proportion to all other outstanding voting securities of the Company (excluding any and all voting securities beneficially owned, directly or indirectly, by Investors) that are actually voted on a proposal submitted to the Company's stockholders for approval. By way of example only, if 100,000 voting securities that are not beneficially owned by Investors are cast with 60,000 of such shares voting "For" a proposal, 30,000 of such shares voting "Against" a proposal, and 10,000 of such shares abstaining, Investors shall vote sixty percent (60%) of the Shares "For" the proposal, thirty percent (30%) "Against" the proposal and abstain with respect to ten percent (10%) of the Shares. The term "vote" shall include any exercise of voting rights whether at an annual or special meeting of stockholders or by written consent or in any other manner permitted by applicable law.

3. **TERMINATION.** This Agreement shall terminate upon the earlier of (i) such time as no principal amount of the Notes remain outstanding and the Investors or their affiliates no longer beneficially own any Shares; (ii) the consummation of a Change of Control Transaction; or (iii) the mutual agreement of the Company and Investors. "CHANGE OF CONTROL TRANSACTION" means either (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition, tender offer, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) that results in the voting securities of the Company outstanding immediately prior thereto failing to represent immediately after such transaction or series of transactions (either by remaining outstanding or by being converted into voting securities of the surviving entity or the entity that controls such surviving entity) a majority of the total voting power represented by the outstanding voting securities of the Company, such surviving entity or the entity that controls such surviving entity; provided, however, that the Financing or conversion of the Notes pursuant to the terms of the



Purchase Agreement shall not constitute a Change of Control Transaction; or (b) a sale, lease or other conveyance of all or substantially all of the assets of the Company.

4. ADDITIONAL SHARES. In the event that subsequent to the date of this Agreement any shares or other securities (other than pursuant to a Change of Control Transaction) are issued on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF INVESTORS. Investors hereby represent and warrant to the Company that, as of the date hereof, (i) Investors are the beneficial owner of the shares of Common Stock, and the options, warrants and other rights to purchase shares of Common Stock, set forth on the signature page of this Agreement, with full power to vote or direct the voting of the Shares for and on behalf of all beneficial owners of the Shares; (ii) the Shares, when issued, will be free and clear of any liens, pledges, security interests, claims, options, rights of first refusal, co-sale rights, charges or other encumbrances of any kind or nature (other than pursuant to the terms of restricted stock agreements as in effect on the date hereof); (iii) Investors do not beneficially own any voting securities of the Company other than the shares of Common Stock, and options, warrants and other rights to purchase shares of Common Stock, set forth on the signature page of this Agreement; (iv) Investors have and will have full power and authority to make, enter into and carry out the terms of this Agreement; (v) the execution, delivery and performance of this Agreement by Investors will not violate any agreement or court order to which the Notes or Shares are subject, including, without limitation, any voting agreement or voting trust; and (vi) this Agreement has been duly and validly executed and delivered by Investors and constitutes a valid and binding agreement of Investors, enforceable against Investors in accordance with its terms.

6. LEGENDING OF SHARES. If so requested by the Company, Investors hereby agree that the Shares shall bear a legend stating that they are subject to this Agreement.

7. FIDUCIARY DUTIES. Investors are signing this Agreement solely in their capacity as an owner of their respective Shares, and nothing herein shall prohibit, prevent or preclude Mr. Kim from taking or not taking any action in his capacity as an officer or director of the Company.

8. MISCELLANEOUS.

(a) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, e-mailed, mailed, or delivered to each party as follows: (i) if to the Investors, at the Investors' address, facsimile number or e-mail address set forth in the Company's records, or at such other address, facsimile number or e-mail address as such Investors shall have furnished the Company in writing, or (ii) if to the Company, at Amkor Technology, Inc., Attn: Chief Financial Officer, or at such other address or facsimile number as the Company shall have furnished to Investors in writing, with a copy to Robert Sanchez, Esq., Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304. All such notices and communications will be deemed effectively given

the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid. With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Company's charter or bylaws, Investors agree that such notice may be given by facsimile or by electronic mail. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(b) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. The Company shall not permit the transfer (i) to any Affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of an Investor or (ii) to a person or entity with whom an Investor is part of a group for purposes of Section 13(d)(3) of the Exchange Act of any Shares on the Company's books or issue a new certificate representing any Shares unless and until the person or entity referred to in clauses (i) or (ii) of this subsection shall have executed a written agreement pursuant to which such person or entity becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person or entity was a party hereto.

(c) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

(d) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(e) Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments (including proxies) and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

(f) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

(g) Specific Performance. Each of the parties hereto hereby acknowledge that (i) the representations, warranties, covenants and restrictions set forth in this Agreement are necessary, fundamental and required for the protection of the Company and its stockholders and to preserve for the Company and its stockholders the benefits of the Financing; (ii) such

covenants relate to matters which are of a special, unique, and extraordinary character that gives each such representation, warranty, covenant and restriction a special, unique, and extraordinary value; and (iii) a breach of any such representation, warranty, covenant or restriction, or any other term or provision of this Agreement, will result in irreparable harm and damages to the Company which cannot be adequately compensated by a monetary award. Accordingly, the Company and Investors hereby expressly agree that in addition to all other remedies available at law or in equity, the Company shall be entitled to the immediate remedy of specific performance, a temporary and/or permanent restraining order, preliminary injunction, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin any of the parties hereto from breaching any representations, warranties, covenants or restrictions set forth in this Agreement, or to specifically enforce the terms and provisions hereof.

(h) Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investors.

(i) No Waiver. The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted the parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(j) Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement, with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

(signature page follows)

The parties have executed this Voting Agreement as of the first date above written.

AMKOR TECHNOLOGY, INC.,  
A DELAWARE CORPORATION

/s/ Joanne Solomon

Name: Joanne Solomon

Title: Corporate Vice President  
and Chief Financial Officer

INVESTORS

JAMES J. KIM

/s/ James J. Kim

Name: James J. Kim

Shares Beneficially Owned:

73,549,125 shares of Company Common Stock

14,098,633 shares of Company Common Stock  
issuable upon the exercise of outstanding  
options, warrants or other rights<sup>(1)</sup>

Address:

1900 S. Price Road,  
Chandler, AZ 85286

915 INVESTMENTS, LP

By: /s/ James J. Kim

Name: 915 Investments, LP

By: James J. Kim, General Partner

Shares Beneficially Owned:

0 shares of Company Common Stock

0 shares of Company Common Stock  
issuable upon the exercise of outstanding  
options, warrants or other rights<sup>(1)</sup>

Address:

---

(1) Does not include any Shares

March 25, 2009

CONFIDENTIAL

Deutsche Bank Securities Inc.  
Citigroup Global Markets Inc.  
c/o Deutsche Bank Securities Inc.  
60 Wall Street, 4<sup>th</sup> Floor  
New York, New York 10005

Re: Amkor Technology, Inc.  
\$240,000,000 Convertible Senior Subordinated Notes due 2014

Ladies and Gentlemen:

We refer to the purchase agreement expected to be entered into on or around March 26, 2009 (the "Purchase Agreement") between Amkor Technology, Inc. ("Amkor"), Deutsche Bank Securities Inc. ("DBSI") and Citigroup Global Markets Inc. ("CGM") and, together with DBSI, the "Initial Purchasers") and to the Convertible Senior Subordinated Notes due 2014 (the "Notes") to be sold by Amkor thereunder to the Initial Purchasers. This letter agreement (the "Letter Agreement"), when agreed to and accepted by the Initial Purchasers, will evidence the agreement between the Initial Purchasers and Mr. James Kim and/or certain of his affiliates identified in Schedule A hereto (collectively, the "Acquiring Parties", and each an "Acquiring Party") regarding the commitment (the "Commitment") by the Acquiring Parties to purchase Notes from the Initial Purchasers, which Notes the Initial Purchasers will acquire in connection with the offering of the Notes pursuant to the Purchase Agreement (the "Offering").

In consideration of the mutual covenants and agreements of the parties herein, the Acquiring Parties and the Initial Purchasers agree as follows:

1. Each of the Acquiring Parties agrees that the Commitment consists of their obligation to purchase, in the aggregate, a minimum of \$150,000,000 and up to a maximum of \$200,000,000 aggregate principal amount of the Notes in the Offering. The aggregate amount of Notes that shall be purchased by the Acquiring Parties pursuant to this Agreement (the "Aggregate Purchase Amount") shall be the amount of Notes identified to Mr. James Kim by the Initial Purchasers no later than 30 minutes prior to the Execution Time (as such term is defined in the Purchase Agreement). The Aggregate Purchase Amount shall be the aggregate principal

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amount of Notes offered in the Offering less the aggregate principal amount of Notes the Initial Purchasers have sold in the Offering to other purchasers; *provided*, that the Aggregate Purchase Amount shall not exceed \$200,000,000.

2. The Acquiring Parties agree to purchase, in the aggregate, from the Initial Purchasers that portion of the Aggregate Purchase Amount determined by multiplying the Aggregate Purchase Amount by a fraction, the numerator of which is the maximum aggregate principal amount of the Notes to be purchased by such Acquiring Party in the Offering (as such Acquiring Party or its representative shall notify the Initial Purchasers in writing not less than 12 hours prior to the proposed pricing date for the Offering) and the denominator of which is the Aggregate Purchase Amount.

3. Each of the Acquiring Parties hereby acknowledges and agrees that the purchase price for the Notes shall be equal to the initial offering price of the Notes as set forth on the cover of the final Offering Memorandum relating to the Offering.

4. The Initial Purchasers hereby covenant and agree, severally and not jointly, that they will in aggregate sell the Acquiring Parties the Aggregate Purchase Amount of the Notes that they purchased in the Offering, with each Acquiring Party to receive the applicable aggregate principal amounts determined pursuant to paragraph (2) above.

5. Each of the Acquiring Parties hereby acknowledges, represents and warrants, and agrees with each of the Initial Purchasers that: (a) it is an "accredited investor" within the meaning of Section 501(a) of the Securities Act of 1933, as amended (the "Securities Act"), and (b) it (i) is of legal age to execute this Letter Agreement (if he or she is a natural person); (ii) has all requisite power and authority to enter into this Letter Agreement and perform its obligations hereunder; (iii) has taken all necessary action to duly authorize the execution, delivery and performance of this Letter Agreement and the consummation of the transactions contemplated hereby; (iv) has duly executed and delivered this Letter Agreement and, assuming due execution and delivery by the Initial Purchasers, this Letter Agreement constitutes a legal, valid and binding obligation of such Acquiring Party, enforceable in accordance with its terms; and (v) is acquiring the Notes for its own account (or accounts over which it exercises sole investment discretion) and not with a view to any distribution of the Notes.

6. Mr. James J. Jim hereby acknowledges, represents and warrants, and agrees with each of the Initial Purchasers that he has all requisite power and authority to act with full power and authority in the name of, for and on behalf of, each of the other Acquiring Parties with respect to all matters arising in connection the purchase by such Acquiring Party of its agreed portion of the Commitment and other matters in connection with the Offering.

7. Each Acquiring Party understands and acknowledges that the Notes have not been and may not be registered under the Securities Act, or qualified under

any state or foreign securities laws, and are being sold to it in a transaction that is exempt from the registration requirements of the Securities Act, and that, as a result, the Notes may not be offered for sale, sold, assigned or transferred unless the Notes are registered or an exemption from the registration and prospectus delivery requirements of the Securities Act is available. Each Acquiring Party understands that (i) the Notes will be delivered to it in registered form only, (ii) the certificate delivered to it in respect of the Notes will bear a legend to the effect of the preceding sentence, and (iii) such certificate will be reissued without such legend only in the event of a disposition of the Notes in accordance with the relevant provisions of the Indenture. Each Acquiring Party acknowledges that there is no reassurance that such an exemption from registration will ever be available or that the Notes will ever be able to be sold.

8. Each Acquiring Party acknowledges that, so long as it is an “affiliate” of Amkor (as such term is defined in Rule 144 (“Rule 144”) promulgated under the Securities Act) the Indenture governing the Notes will limit its ability to sell any Notes that it holds at any time that constitute “restricted securities” under Rule 144 other than (i) pursuant to an effective registration statement under the Securities Act, (ii) pursuant to the exemption from registration provided by Rule 144 (if available) or (iii) to persons who agree to be bound by the restrictions applicable to such Acquiring Party.

9. Each Acquiring Party acknowledges and agrees that it has been furnished with all materials relating to the business, finances and operations of Amkor and materials relating to the offer and sale of the Notes that it has requested. Each Acquiring Party acknowledges that it has been afforded the opportunity to ask questions of Amkor. Each Acquiring Party represents and warrants that it has sought such accounting, legal and tax advice as it has considered necessary and appropriate to enable it to evaluate the risk inherent in making an investment in the Notes. Each Acquiring Party acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Letter Agreement is an arm’s-length commercial transaction between such Acquiring Party, on the one hand, and the Initial Purchasers, on the other, (ii) in connection therewith and with the process leading to such transaction each of the Initial Purchasers is acting solely as a principal and not the agent or fiduciary of such Acquiring Party, (iii) neither of the Initial Purchasers has assumed an advisory or fiduciary responsibility in favor of such Acquiring Party with respect to the Offering or the purchase contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising such Acquiring Party on other matters) or any other obligation to such Acquiring Party except the obligations expressly set forth in this Letter Agreement and (iv) neither of the Initial Purchasers nor any person representing the Initial Purchasers has made any representation with respect to Amkor or the Offering. Each Acquiring Party agrees that it will not claim that either of the Initial Purchasers has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Acquiring Party, in connection with such transactions or the process leading thereto.



10. Each Acquiring Party acknowledges and agrees that: (a) it does not require the assistance of an investment advisor or other purchaser representative to purchase the Notes; (b) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in Amkor; (c) it has the ability to bear the economic risks of its investment for an indefinite period of time; (d) it can afford the complete loss of its investment; and (e) it recognizes that an investment in the Notes involves substantial risk.

11. Each of the Acquiring Parties acknowledges and agrees Amkor may rely on the representations, warranties and covenants given by it in paragraphs (5) through (10) above as if Amkor was a party to this Letter Agreement.

12. As of the date hereof, each Acquiring Party shall enter into a lock-up agreement with the Initial Purchasers, substantially in the form attached hereto as Exhibit A (the "Lock-Up Agreement").

13. Each of Initial Purchasers and the Acquiring Parties hereby acknowledge and agree that the Initial Purchasers' obligation to sell the Notes, and the Acquiring Parties' obligation to buy the Notes, is expressly subject to the consummation of the Offering upon the terms and conditions set forth in the Purchase Agreement. The agreements contained herein shall terminate upon receipt by Mr. James Kim of written notice of a decision by the Initial Purchasers not to proceed with the Offering.

14. This Letter Agreement shall terminate and be of no further force and effect if (i) the Purchase Agreement is not executed within four business days hereof, (ii) in the event the Purchase Agreement is executed but the Closing of the Offering does not occur as a result of a termination of the Purchase Agreement prior to such Closing or (iii) in the event that Amkor notifies the Initial Purchasers in writing that it has decided to abandon the Offering to the Initial Purchasers; *provided*, that in the event of any such termination, the provisions of paragraphs (15) and (17) shall survive such termination.

15. Each of the Acquiring Parties agrees, jointly and severally, to indemnify and hold each of the Initial Purchasers harmless, and each person, if any, who controls such Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended, from and against any and all losses, claims, damages, liabilities and expenses arising out of or based upon (i) any inaccuracy of breach of any representations or warranties of any Acquiring Party in this Letter or (ii) any failure by an Acquiring Party to perform any agreement or obligation hereunder.

16. The Letter Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person shall have any rights or obligations hereunder. Neither of the Initial Purchasers nor any Acquiring Party may assign (whether by operation of law or otherwise) the obligations set forth herein.

17. Each of the Initial Purchasers, severally and not jointly, and each of the Acquiring Parties hereby agrees and acknowledges that any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Letter Agreement (a "Claim") may be commenced, prosecuted or continued in any court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and each Acquiring Party consents to the non-exclusive jurisdiction of such courts and personal service with respect thereto and waives any objection to such venue. Each party hereto waives any right to trial by jury in any action, claim, suit or proceeding with respect to the matters contained herein. Each of the Acquiring Parties agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon such Acquiring Party and may be enforced in any other courts to the jurisdiction of which such Acquiring Party is or may be subject, by suit upon such judgment.

18. This Letter Agreement and the Lock-Up Agreement constitute the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof.

19. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK.

20. This Letter Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which shall constitute one and the same instrument binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

[Remainder of page intentionally left blank]

Please confirm your agreement with the foregoing by signing and dating this Letter Agreement in the spaces provided below as confirmation of our mutual understandings and agreements, whereupon this Letter Agreement shall become a binding agreement by and among the parties hereto.

Very truly yours,

**MR. JAMES J. KIM**

/s/ James J. Kim

**915 INVESTMENTS, LP**

By: /s/ James J. Kim  
Name:  
Title:

**AGREED AND ACCEPTED**

**DEUTSCHE BANK SECURITIES INC.**

By: /s/ Adam Howell  
Name: Adam Howell  
Title: Director

By: /s/ Ted Tobiason  
Name: Ted Tobiason  
Title: Managing Director

**CITIGROUP GLOBAL MARKETS INC.**

By: /s/ Guy Stoboitiy  
Name: Guy Stoboitiy  
Title:

Date: \_\_\_\_\_

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**SCHEDULE A**  
**List of Acquiring Parties**

Name

Mr. James J. Kim

915 Investments, LP

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**EXHIBIT A**

Form of Lock-Up Agreement

March 25, 2009

Deutsche Bank Securities Inc.  
Citigroup Global Markets Inc.  
c/o Deutsche Bank Securities Inc.  
60 Wall Street, 4<sup>th</sup> Floor  
New York, New York 10005

Ladies and Gentlemen:

This letter is being delivered to you in connection with a proposed Purchase Agreement (the "Purchase Agreement") between Amkor Technology, Inc., a Delaware corporation (the "Company") and the initial purchaser (the "Initial Purchasers") named therein, relating to an offering of notes convertible into consideration based on the common stock, \$0.001 par value (the "Common Stock"), of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

In order to induce the Initial Purchasers to enter into the Purchase Agreement, the undersigned will not, without the prior written consent of the Initial Purchasers, directly or indirectly, offer, sell, contract to sell, pledge or otherwise dispose of, enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned of, file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the "Commission") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder in respect of, any shares of capital stock of the Company or any securities convertible into, or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, for a period of 90 days after the date of the Purchase Agreement (the "Lock-Up Period"), other than

- (a) the sale of any securities to the Initial Purchasers pursuant to the Purchase Agreement,
  - (b) the exercise of options or warrants held by the undersigned as of the date hereof, provided that any shares of capital stock issued in connection therewith shall be subject to this lock-up agreement,
  - (c) transactions in any securities described above pursuant to the terms of any plan entered into prior to the date hereof pursuant to, and qualifying under the provisions of, Rule 10b5-1 of the Securities Act of 1933, as amended (the "Securities Act"), a copy of which has been provided to the Representative prior to the date hereof, and
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- (d) any other transfers (including transfers, sales or other distributions or dispositions of shares of capital stock, in each case, that are made between and among the undersigned or members of the undersigned's family) in connection with which (i) the Initial Purchasers receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, (ii) any such transfer shall not involve a disposition for value and (iii) such transfers are not required during the Lock-Up Period to be reported in any public report or filing with the Commission (other than any filing of Schedule 13D or any amendment thereto as long as there is no decrease in the aggregate beneficial ownership of the members of the filing group), or otherwise, provided that any such transfer pursuant to clause (d) is: (1) a bona fide gift or gifts; or (2) to any trust, limited partnership or limited liability company, the beneficiaries or members of which are exclusively the undersigned, or its limited partners or members, or a member of the immediate family of the undersigned, including grandchildren (to the extent consistent with the Securities Act of 1933, as amended, and state securities laws).

The undersigned agrees that the Company may, and that the undersigned will, (i) with respect to any Notes, shares of Common Stock or other Company securities for which the undersigned is the record holder and which are subject to the Lock-Up Period, cause the relevant transfer agent for the Company to note stop transfer instructions with respect to such securities on the transfer books and records of the Company and (ii) with respect to any Notes, shares of Common Stock or other Company securities for which the undersigned is the beneficial holder but not the record holder and which are subject to the Lock-Up Period, cause the record holder of such securities to cause the transfer agent for the Company to note stop transfer instructions with respect to such securities on the transfer books and records of the Company.

The undersigned hereby agrees that, to the extent that the terms of the Lock-Up conflict with or are in any way inconsistent with any registration rights agreement to which the undersigned and the Company may be a party, this Lock-Up supercedes such registration rights agreement.

The undersigned hereby represents and warrants that it has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any obligations of the undersigned shall be binding on the heirs, personal representatives, successors and assigns of the undersigned. If for any reason the Purchase Agreement shall be terminated prior to the Closing Date (as defined in the Purchase Agreement), the agreement set forth above shall likewise be terminated immediately and the undersigned will be released from all its obligations under this lock-up agreement.

Very truly yours,

By: \_\_\_\_\_  
Name:  
Title:

Amkor Technology, Inc.  
1900 South Price Road  
Chandler, Arizona 85286

March 26, 2009

Ladies and Gentlemen:

Reference is hereby made to the letter agreement dated as of March 25, 2009 (the "**Letter Agreement**"), by and among Deutsche Bank Securities Inc. and Citigroup Global Markets Inc., Mr. James J. Kim and his affiliates identified on Schedule A thereto (each, an "**Acquiring Party**"), pursuant to which the Acquiring Parties have agreed to purchase a minimum of \$150.0 million and up to \$200.0 million in aggregate principal amount of Convertible Senior Subordinated Notes due 2014 (the "**Notes**") issued by Amkor Technology, Inc., a Delaware corporation ("**Amkor**"). In consideration of the mutual covenants and agreements of the parties herein, the Acquiring Parties and Amkor agree as follows

1. Each Acquiring Party hereby agrees that Amkor is entitled to rely on the representations, warranties, agreements and acknowledgements made by each Acquiring Party in Section 5, 6, 7, 8, 9 and 10 of the Letter Agreement as if such Acquiring Party made such representations, warranties, agreements and acknowledgements directly to Amkor. Without limiting the foregoing, each Acquiring Party agrees that, so long as it is an "affiliate" of Amkor (as such term is defined in Rule 144 (as defined below) the Acquiring Party will not sell any Notes that constitute "restricted securities" under Rule 144 other than (i) pursuant to an effective registration statement under the Securities Act, (ii) pursuant to the exemption from registration provided by Rule 144 (if available) or (iii) to persons who agree to be bound by the restrictions applicable to such Acquiring Party.
2. Each Acquiring Party acknowledges and agrees that the Notes purchased by such Acquiring Party and the shares of common stock, par value \$0.001, of Amkor (the "**Common Stock**") issuable upon conversion of the Notes shall bear a restrictive legend substantially in the following form:

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER AGREES FOR THE BENEFIT OF AMKOR TECHNOLOGY, INC. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

- (A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR
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- (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
- (C) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED THAT ANY TRANSFEREE SHALL AGREE IN WRITING, SATISFACTORY TO THE COMPANY, TO BE BOUND BY THE FOREGOING RESTRICTIONS; OR
- (D) A PLEDGE TO AN AFFILIATE OF THE HOLDER SO LONG AS SUCH PLEDGEE AGREES IN WRITING TO BE BOUND BY THE TRANSFER RESTRICTIONS SET FORTH IN THIS LEGEND AND IN THE AGREEMENT, DATED MARCH 26, 2009, AMONG JAMES J. KIM, 915 INVESTMENTS, LP AND THE COMPANY.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (C) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY BE REASONABLY REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

- 3. Each Acquiring Party hereby represents, warrants and covenants to Amkor:
    - a. Either (i) no portion of the assets used by such Acquiring Party to acquire and hold the Notes and any Common Stock issuable upon conversion of the Notes constitutes assets of any employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “*Code*”), or any entity whose underlying assets are considered to include “plan assets” on any such plan, account or arrangement, or (ii) the purchase and holding of the Notes and any Common Stock issuable upon conversion of the Notes by such Acquiring Party will not constitute a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code;
    - b. Such Acquiring Party agrees not to conduct hedging transactions involving the Notes or the underlying shares of Common Stock other than in accordance with the Securities Act of 1933, as amended (the “*Securities Act*”), and other applicable laws; and
    - c. Such Acquiring Party acknowledges that Amkor and others will rely upon the truth and accuracy of the above acknowledgements, representations and agreements. Such Acquiring Party agrees that if any of the acknowledgements, representations or agreements made herein is no longer accurate, such Acquiring Party will promptly notify Amkor. If either Acquiring Party is purchasing any Notes as a fiduciary or agent for one or more investor accounts, such Acquiring Party represents that it has
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sole investment discretion with respect to each of those accounts and that it has full power to make the above acknowledgements, representations and agreements on behalf of each account.

4. (a) Amkor agrees that if requested by the Acquiring Parties (including transferees thereof bound by the terms of this Agreement) holding a majority of the Notes (or shares of Common Stock issued upon conversion of the Notes) at any time after the first anniversary of the original issuance of the Notes, Amkor will use reasonable efforts to register, as soon as practicable after the receipt of such notice, the resale of those Notes held by any Acquiring Party (or a transferee thereof bound by the terms of this Agreement) that continue to be held by affiliates of the Amkor (and any shares issued upon conversion thereof) on a Shelf Registration Statement and to keep such Registration Statement effective and available for effecting resales by such holders until the earlier of (i) such time as such Notes or Common Stock have been sold pursuant to an effective registration statement or Rule 144 and (ii) four years from the last date of original issuance of any of the Notes, subject to suspension of any such sales during periods when trading is suspended under the Amkor's board approved trading policy (unless otherwise agreed by Amkor) and upon the occurrence of material events with respect to Amkor not yet fully disclosed in filings incorporated by reference in the registration statement. Amkor shall be obligated to honor only one demand made pursuant to this Section 4(a).
- (b) Amkor and the Holders will provide to each other all cooperation as may be reasonably necessary, and shall deliver such instruments, documents or agreements or information, and shall take such actions, as either may reasonably request in order to facilitate the filing and effectiveness of the Shelf Registration Statement and the intent and purposes of this Section 4.
- (c) (i) Amkor agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities and their officers, directors, managers, members, partners and each other Person who controls such Holder (within the meaning of the Securities Act), as applicable, against all losses, claims, damages, liabilities and expenses caused by any untrue or alleged untrue statement of material fact contained in any Shelf Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to Amkor by such Holder expressly for use therein or by such holder's failure to deliver a copy of the Shelf Registration Statement or prospectus or any amendments or supplements thereto after Amkor has furnished such Holder with a sufficient number of copies of the same.
- (ii) Each Holder agrees to indemnify, to the extent permitted by law, Amkor and its officers and directors, as applicable, against all losses, claims, damages, liabilities and expenses caused by any untrue or alleged untrue statement of material fact contained in any Shelf Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, solely to the extent the same are caused by or contained in any information furnished in writing to Amkor by such Holder expressly for use therein.
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(iii) A person entitled to indemnification hereunder (the “indemnified party”) shall (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any indemnified party’s right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (B) unless in such indemnified party’s reasonable judgment a conflict of interest between such indemnified party and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(iii) The indemnification provided for under this agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, manager, member, partner or controlling person of such indemnified party and shall survive the transfer of securities. Amkor also agrees to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Amkor’s indemnification is unavailable for any reason. Such provisions shall provide that the liability amongst the various persons shall be allocated in such proportion as is appropriate to reflect the relative fault of the such persons in connection with the statements or omissions which resulted in losses (the relative fault being determined by reference to, among other things, which person supplied the information giving rise to untrue statement or omission and each person’s relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission) and, only if such allocation is not respected at law, would other equitable considerations, such as the relative benefit received by each person from the sale of the securities, be taken into consideration.

(d) So long as a Holder is an Affiliate of Amkor, such Holder shall not transfer or sell any of its Registrable Securities pursuant to the Shelf Registration Statement at any time when either (i) any blackout period under Amkor’s insider trading policy is in effect and applicable to all executive officers of Amkor or (ii) such Holder is in possession of any material non-public information with respect to Amkor.

(h) Amkor will use its reasonable efforts to minimize the occurrence and duration of the periods during which the use of the Shelf Registration Statement is suspended.

5. As used herein, the following terms have the following meanings:

“**Commission**” means the Securities and Exchange Commission.

“**Holder**” means a holder of Registrable Securities.

“**Prospectus**” means the prospectus included in a Shelf Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any

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prospectus supplement, including any such prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Shelf Registration Statement, and by all other amendments and supplements to a prospectus, including post-effective amendments, and in each case including all material incorporated by reference therein.

“**Registrable Securities**” means Notes (and any shares of Common Stock issued upon conversion thereof) that are held by any Acquiring Party or any transferee thereof to the extent such holder is an affiliate of the Company under Rule 144; provided that the Notes (and any shares of Common Stock issued upon conversion thereof) shall cease to be Registrable Securities upon the earliest of (i) such time as such Notes (or Common Stock issued upon conversion thereof) have been sold pursuant to an effective registration statement (including the Shelf Registration Statement) or (ii) with respect to any Note, such Note is no longer outstanding.

“**Rule 144**” means Rule 144 promulgated under the Securities Act, and any successor rule thereto.

“**Shelf Registration Statement**” means a “shelf” registration statement of Amkor pursuant to the provisions of Section 4 hereof which covers some or all of the Notes and the Common Stock issuable upon conversion of the Notes on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the Commission, amendments and supplements to such registration statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

6. Amkor shall reimburse Mr. James J. Kim for the reasonable legal fees and expenses incurred by Mr. Kim in connection with the negotiation and purchase of the Notes by Mr. Kim and/or any other Acquiring Party.
  7. This agreement shall terminate and be of no further force and effect upon the termination of Letter Agreement.
  8. The agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person shall have any rights or obligations hereunder. If any transferee of any Holder shall acquire Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this agreement, and such person shall enter into a written agreement with Amkor agreeing to be bound by and to perform all of the terms and provisions of this agreement, including the restrictions on resale set forth in this agreement and, if applicable, the Purchase Agreement or the Indenture, and upon execution of such written agreement the such person shall be entitled to receive the benefits hereof.
  9. Amkor and each of the Acquiring Parties hereby agrees and acknowledges that any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this agreement (a “**Claim**”) may be commenced, prosecuted or continued in any court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and each Acquiring Party consents to the non-exclusive jurisdiction of such courts and personal service with respect
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thereto and waives any objection to such venue. Each party hereto waives any right to trial by jury in any action, claim, suit or proceeding with respect to the matters contained herein. Each of the Acquiring Parties agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon such Acquiring Party and may be enforced in any other courts to the jurisdiction of which such Acquiring Party is or may be subject, by suit upon such judgment.

10. This agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof.
11. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK.
12. This agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which shall constitute one and the same instrument binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

Capitalized terms used herein and not defined shall have the meanings given to such terms in the Letter Agreement.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, each of the undersigned has signed this letter on the date set forth above and in the capacity indicated.

/s/ James J. Kim  
James J. Kim

**915 INVESTMENTS, LP**

/s/ James J. Kim  
By: James J. Kim  
Title: General Partner

Accepted and Agreed:

AMKOR TECHNOLOGY, INC.

By: /s/ Joanne Solomon  
Name: Joanne Solomon  
Title: Corporate Vice President and  
Chief Financial Officer

**FORM OF NOTE**

*[Include the following legend for Global Securities only (the "Global Securities Legend"):]*

"THIS IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS CONVERTIBLE SENIOR SUBORDINATED NOTE FOR ALL PURPOSES.

*[As part of the Global Securities Legend, include the following legend on all Global Securities for which DTC is to be the Depositary:]*

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO AMKOR TECHNOLOGY, INC. (THE "**COMPANY**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OR DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE REGISTERED FORM IN THE CIRCUMSTANCES REFERRED TO IN THE INDENTURE, THIS GLOBAL SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OR SUCH SUCCESSOR DEPOSITARY."

*[Include the following legend on all Notes that are Restricted Notes other than Affiliate Notes (the "Restricted Securities Legend"):]*

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER: (1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND

THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND (2) AGREES FOR THE BENEFIT OF AMKOR TECHNOLOGY, INC. (THE “COMPANY”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT: (A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR (C) TO A PERSON YOU REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER (A “QIB”) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QIB AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, ALL IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (D) ABOVE (OTHER THAN A TRANSFER PURSUANT TO RULE 144), THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

*[Include the following legend on all Notes that are Affiliate Notes (the “Affiliate Security Legend”):-]*

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER AGREES FOR THE BENEFIT OF AMKOR TECHNOLOGY, INC. (THE “COMPANY”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER (PROVIDED THAT, IN THE CASE OF ANY SALE, PLEDGE OR OTHER TRANSFER PURSUANT TO THIS CLAUSE (X), SO LONG AS THIS SECURITY OR SUCH COMMON STOCK CONSTITUTES A “RESTRICTED SECURITY” AS DEFINED IN RULE 144, SUCH SALE, PLEDGE OR

TRANSFER SHALL BE DONE IN COMPLIANCE WITH RULE 144), AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED THAT ANY TRANSFEREE SHALL AGREE IN WRITING, SATISFACTORY TO THE COMPANY, TO BE BOUND BY THE FOREGOING RESTRICTIONS; OR

(D) A PLEDGE TO AN AFFILIATE OF THE HOLDER SO LONG AS SUCH PLEDGEE AGREES IN WRITING TO BE BOUND BY THE TRANSFER RESTRICTIONS SET FORTH IN THIS LEGEND AND IN THE AGREEMENT, DATED MARCH 26, 2009, AMONG JAMES J. KIM, 915 INVESTMENTS, LP AND THE COMPANY.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (C) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY BE REASONABLY REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.



[FORM OF FACE OF NOTE]

No. [ ]  
\$ [ ]

CUSIP:  
ISIN:

6.00% CONVERTIBLE SENIOR SUBORDINATED NOTE DUE 2014

AMKOR TECHNOLOGY, INC., a Delaware corporation (together with its successors and assigns, the "Company"), promises to pay to [\_\_\_\_\_] or registered assigns, the principal sum of [\_\_\_\_\_] Dollars (\$ [\_\_\_\_\_] ) [*If the Note is Global Security, add the following:* , as revised by the Schedule of Exchanges of Interest in Global Security attached hereto], on April 15, 2014.

Interest Payment Dates: April 15 and October 15, commencing October 15, 2009.

Regular Record Dates: April 1 and October 1

Dated: [\_\_\_\_\_]

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by a duly authorized officer.

AMKOR TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

Trustee's Certificate of Authentication:

This is one of the Notes described in the  
within-mentioned Indenture:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
**Authorized Signatory**

[FORM OF REVERSE SIDE OF NOTE]

AMKOR TECHNOLOGY, INC.

6.00% CONVERTIBLE SENIOR SUBORDINATED NOTE DUE 2014

Capitalized terms used by not defined herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Amkor Technology, Inc., a Delaware corporation (the “Company”), promises to pay interest on the principal amount of this Note at the rate per annum shown above; provided that such rate may be increased from time to time as provided in the Indenture, including Sections 4.10 and 6.02(b) thereof. The Company will pay interest semi-annually in arrears on April 15 and October 15 of each year, beginning October 15, 2009. Interest on the Notes will accrue from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from April 1, 2009. Interest, if any, will be computed on the basis of a 360-day year composed of twelve 30-day months. The Company shall pay any increased interest required to be paid by it pursuant to Section 4.10 and Section 6.02(b) of the Indenture in the manner and on the dates otherwise provided herein for the payment of interest.

2. METHOD OF PAYMENT. The Company will pay interest on the Notes (except defaulted interest) to the Person in whose name each Note is registered at the close of business on the April 1 or October 1 immediately preceding the relevant Interest Payment Date (each a “Regular Record Date”) (other than with respect to a Note or portion thereof repurchased in connection with a Designated Event on a repurchase date, during the period from the close of business on a Regular Record Date to (but excluding) the next succeeding Interest Payment Date, in which case accrued interest shall be payable (unless such Note or portion thereof is converted) to the Holder of the Note or portion thereof repurchased in accordance with the applicable repurchase provisions of the Indenture). A Holder must surrender Notes to a Paying Agent to collect principal payments. The Company will pay the principal of, and interest on the Notes at the office or agency of the Company maintained for such purpose, in money of the United States that at the time of payment is legal tender for payment of public and private debts. Until otherwise designated by the Company, the Company’s office or agency maintained for such purpose will be the principal Corporate Trust Office of the Trustee (as defined below). However, the Company may pay principal, and interest by check payable in such money, and may mail such check to the Holders of the Notes at their respective addresses as set forth in the Register of Holders of Notes.

Payments in respect of Notes represented by a Global Security (including principal and interest) will be made by the transfer of immediately available funds to the accounts specified by the Depository. The Company will make all payments in respect of a Definitive Security (including principal and interest) by mailing a check to the registered address of each Holder thereof as set forth in the Note Register; *provided, however*, that payments on the Notes may also be made, in the case of a Holder of at least \$2,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 15 days

immediately preceding the relevant Record Date (or such other date as the Trustee may accept in its discretion).

3. PAYING AGENT AND REGISTRAR. U.S. Bank National Association (together with any successor Trustee under the Indenture referred to below, the “Trustee”), will act as Paying Agent, Conversion Agent and Registrar. The Company may change the Paying Agent, Conversion Agent, Registrar or co-registrar without prior notice. Subject to certain limitations in the Indenture, the Company or any of its subsidiaries may act in any such capacity.

4. INDENTURE. The Company issued the Notes under an Indenture dated as of April 1, 2009 (the “Indenture”) between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code Sections 77aaa-77bbb) (the “TIA”) as in effect on the Issue Date. The Notes are subject to, and qualified by, all such terms, certain of which are summarized hereon, and Holders are referred to the Indenture and the TIA for a statement of such terms. However, to the extent any provision of any Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: Chief Financial Officer, Amkor Technology, Inc., 1900 Price Road, Chandler, Arizona 85286.

5. DESIGNATED EVENT. Upon a Designated Event, the Company shall make a Designated Event Offer to repurchase all outstanding Notes at a price equal to 100.0% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the date of repurchase, such offer to be made as provided in the Indenture. To accept the Designated Event Offer, the Holder hereof must comply with the terms thereof, including surrendering this Note, with the “Option of Holder to Elect Repurchase” portion hereof completed, to the Company, a depository, if appointed by the Company, or a Paying Agent, at the address specified in the notice of the Designated Event Offer mailed to Holders as provided in the Indenture, prior to termination of the Designated Event Offer.

If there shall occur a Designated Event that constitutes a Change of Control, the Company shall pay a “Make Whole Premium” upon conversion of a Note in certain circumstances as described in the Indenture.

6. SUBORDINATION. The Company’s payment of the principal of, and interest on the Notes is subordinated to the prior payment in full of the Company’s Senior Debt as set forth in the Indenture. Each Holder by his or her acceptance hereof covenants and agrees that all payments of the principal of, and interest on the Notes by the Company shall be subordinated in accordance with the provisions of Article XI of the Indenture, and each Holder accepts and agrees to be bound by such provisions. The Company agrees, and each Holder by accepting a Note agrees, that the indebtedness evidenced by the Note is equal in right of payment to the Existing Pari Passu Indebtedness.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of \$1,000 and integral multiples of \$1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. As a

condition of transfer, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company or the Registrar need not exchange or register the transfer of any Note or portion of a Notes submitted for repurchase.

8. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

9. AMENDMENTS AND WAIVERS. Subject to certain exceptions set forth in the Indenture, (i) the Company and the Trustee may amend the Indenture or the Notes with the written consent of the Holders of at least a majority in principal amount of the then outstanding Notes held by Persons other than an Affiliated Entity (including consents obtained in connection with tender offer or exchange offer for Notes) and (ii) any existing default may be waived with the consent of (x) with respect to an acceleration of the Notes initiated by the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Non-Affiliate Notes, by Holders of a majority in aggregate principal amount of the then outstanding Non-Affiliate Notes, or (y) with respect to an acceleration of the Notes initiated by a 50% Affiliated Holder, by any Affiliated Entity that beneficially owns at least 50% in aggregate principal amount of the then-outstanding Notes.

The Company and the Trustee may amend the Indenture or the Notes without notice to or the consent of any Holder of a Note to: (i) cure any ambiguity or correct or supplement any defective or inconsistent provision contained in the Indenture or make any other changes in the provisions of the Indenture which the Company and the Trustee may deem necessary or desirable provided such amendment does not materially and adversely affect the rights of the Holders; (ii) provide for uncertificated Notes in addition to or in place of certificated Notes; (iii) evidence the succession of another Person to the Company and provide for the assumption by such successor of the covenants and obligations of the Company thereunder and in the Notes as permitted by Section 5.01 of the Indenture; (iv) provide for conversion rights and/or repurchase rights of Holders in the event of consolidation, merger or sale of all or substantially all of the assets of the Company as required to comply with Sections 5.01 and/or 12.06 of the Indenture; (v) increase the Conversion Rate; (vi) make any changes that would provide the Holders with any additional rights or benefits to Holders or that does not adversely affect the legal rights under the Indenture of any such Holder; or (vii) comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

Without the consent of each Holder of a Note affected (including any Notes of a Holder that is an Affiliated Entity), an amendment or waiver under Section 9.02 of the Indenture may not (with respect to any Notes held by a non-consenting Holder): (i) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver; (ii) reduce the principal of, any Designated Event Payment in respect of (including any Make Whole Premium payable), or change the fixed maturity of, any Note; (iii) reduce the rate of, or change the time for payment of, interest on any Note including defaulted interest, if any; (iv) waive a Default or Event of Default in the payment of principal of or interest on the Notes (except a rescission of acceleration of the Notes as provided in Section 6.02 of the Indenture); (v) make any Note payable in money other than as provided for in the Indenture and in the Notes; (vi) make any

change in the provisions of the Indenture relating to waivers of past Defaults or Events of Default or the rights of Holders to receive payments of principal of, or interest on the Notes; (vii) except as permitted by the Indenture (including Section 9.01(a) thereof), reduce the Conversion Rate or modify the provisions contained in the Indenture relating to conversion of the Notes in a manner adverse to the Holders thereof; or (viii) make any change to the abilities of Holders to enforce their rights under the Indenture or the provisions of clauses (i) through (viii).

In addition, any amendment to Article XI of the Indenture shall require, if such amendment would adversely affect the rights of Holders of the Notes, the consent of (i) at least 75% in aggregate principal amount of the Notes then outstanding and (ii) at least 75% in aggregate principal amount of the Notes then outstanding (other than those held by an Affiliated Entity).

10. DEFAULTS AND REMEDIES. An “Event of Default” with respect to any Notes occurs if: (i) the Company defaults in the payment of principal of the Notes when due at maturity, upon repurchase, upon acceleration or otherwise, whether or not such payment is prohibited by the subordination provisions set forth in Article XI of the Indenture; or (ii) the Company defaults in the delivery when due of all Common Stock deliverable upon conversion with respect to the Notes, which default continues for five days; or (iii) the Company defaults in the payment of any installment of interest on the Notes when due, whether or not such payment is prohibited by the subordination provisions set forth in Article XI of the Indenture, including any interest payable in connection with a repurchase pursuant to Section 4.06 or pursuant to Section 4.10 of the Indenture, and continuance of such default for 30 days or more; or (iv) the Company defaults (other than a default set forth in clauses (i), (ii) and (iii) above and clauses (v) and (vi) below) in the performance of, or breaches, any other covenant of the Company set forth in the Indenture or the Notes and fails to remedy such default or breach within a period of 60 days after the receipt of written notice (“Notice”) from the Trustee or the Holders of either (a) at least 25% in aggregate principal amount of the then outstanding Non-Affiliate Notes or (b) a 50% Affiliated Holder; or (iv) the Company defaults in the payment of the Designated Event Payment in respect of the Notes on the Designated Event Payment Date, whether or not such payment is prohibited by the subordination provisions set forth in Article XI of the Indenture; or (v) the Company fails to provide timely notice of any Designated Event in accordance with Section 4.06 of the Indenture; or (vi) failure of the Company or failure of any Material Subsidiary to make any payment at maturity, including any applicable grace period, in respect of indebtedness for borrowed money of, or guaranteed or assumed by, the Company or any Material Subsidiary, which payment is in an amount in excess of \$20,000,000, and continuance of such failure for 30 days after receipt of Notice; or (vii) default by the Company or default by any Material Subsidiary with respect to any indebtedness referred to in clause (vi) above, which default results in the acceleration of any such indebtedness of an amount in excess of \$20,000,000 without such indebtedness having been paid or discharged or such acceleration having been cured, waived, rescinded or annulled for 30 days after receipt of Notice; or (viii) certain events involving bankruptcy, insolvency or reorganization of the Company or any Material Subsidiary. If an Event of Default occurs and is continuing, (i) the Trustee, (by written notice to the Company); (ii) the Holders of at least 25% in aggregate principal amount of the then-outstanding Notes that are not held by an Affiliated Entity, by written notice to the Company and the Trustee, or (iii), a 50% Affiliated Holder, by written notice to the Company and the Trustee, may declare the unpaid principal of, and accrued and unpaid interest, on all

Notes then outstanding to be due and payable immediately, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency, or reorganization with respect to the Company all outstanding Notes become due and payable without further action or notice. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require an indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes that are not held by an Affiliated Entity may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal, or interest, if applicable) if it determines that withholding notice is in their interests. The Company must furnish an annual compliance certificate to the Trustee.

11. TRUSTEE DEALINGS WITH THE COMPANY. The Trustee or any of its Affiliates, in their individual or any other capacities, may make or continue loans to or guaranteed by, accept deposits from and perform services for the Company or its Affiliates and may otherwise deal with the Company or its Affiliates as if it were not Trustee.

12. NO RECOURSE AGAINST OTHERS. No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the Notes.

13. AUTHENTICATION. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

14. ABBREVIATIONS. Customary abbreviations may be used in the name of a holder or an assignee, such as: TEN CO = tenants in common, TEN ENT = tenants by the entireties, JT TEN = joint tenants with right of survivorship and not as tenants in common, CUST = Custodian and U/G/M/A = Uniform Gifts to Minors Act.

15. CONVERSION. Subject to and upon compliance with the provisions of the Indenture, the registered Holder of this Note has the right at any time on or before the close of business on the last Trading Day prior to the Maturity Date (or in case this Note or any portion hereof is subject to a duly completed election for repurchase, on or before the close of business on the Designated Event Offer Termination Date (unless the Company defaults in payment due upon repurchase)) to convert each \$1,000 principal amount of notes into 330.6332 shares of common stock of the Company ("Common Stock"), as adjusted from time to time as provided in the Indenture, including with respect to the Make Whole Premium (the "Conversion Rate"), upon surrender of this Note to the Company at the office or agency maintained for such purpose (and at such other offices or agencies designated for such purpose by the Company), accompanied by written notice of conversion duly executed (and if the shares of Common Stock to be issued on conversion are to be issued in any name other than that of the registered Holder of this Note by instruments of transfer, in form satisfactory to the Company, duly executed by the registered Holder or its duly authorized attorney) and, in case such surrender shall be made during the period from the close of business on the Regular Record Date immediately preceding any Interest Payment Date through the close of business on the last Trading Day immediately

preceding such Interest Payment Date, also accompanied by payment, in funds acceptable to the Company, of an amount equal to the interest, otherwise payable on such Interest Payment Date on the principal amount of this Note then being converted, *provided, however*, that no such payment need be made if the Notes are surrendered for conversion on or after the final Regular Record Date. Subject to the aforesaid requirement for a payment in the event of conversion after the close of business on a Regular Record Date immediately preceding an Interest Payment Date, no adjustment shall be made on conversion for interest accrued hereon or for dividends on Common Stock delivered on conversion. The right to convert this Note is subject to the provisions of the Indenture relating to conversion rights in the case of certain consolidations, mergers, or sales or transfers of substantially all the Company's assets.

The Company shall not issue fractional shares or scrip representing fractions of shares of Common Stock upon any such conversion, but shall make an adjustment therefore in cash based upon the current market price of the Common Stock on the last Trading Day prior to the date of conversion or, in lieu of making such cash payment, the Company may elect to round up to the next whole share the number of shares of Common Stock to be issued to the Holder of this Note upon conversion.

16. DESIGNATED SENIOR DEBT. This Note shall be "Designated Senior Debt" for purposes of the indenture governing the Company's 6.25% Convertible Subordinated Notes due 2013.

17. GOVERNING LAW. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

The Company will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to the Company at the address set forth for notice in the Indenture.



SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY

The following exchanges of a part of this Global Security for an interest in another Global Security or for a Definitive Security, or exchanges of a part of another Global Security or Definitive Security for an interest in this Global Security, have been made:

<u>Date of Transfer</u>	<u>Amount of Decrease in Principal Amount of this Global Security</u>	<u>Amount of Increase in Principal Amount of this Global Security</u>	<u>Principal Amount of this Global Security following such increase or decrease</u>	<u>Signature of Authorized Signatory of Trustee or Registrar</u>
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FORM OF CONVERSION NOTICE TO: AMKOR TECHNOLOGY, INC.

The undersigned registered owner of the Note hereby irrevocably exercises the option to convert this Note, or portion hereof (which is \$1,000 or an integral multiple thereof) below designated, into shares of Common Stock of Amkor Technology, Inc. in accordance with the terms of the Indenture referred to in this Note, and directs that the shares issuable and deliverable upon the conversion, together with any check in payment for fractional shares and Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If shares or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest and taxes accompanies this Note.

Dated:

Fill in for registration of shares if to be delivered, and Notes if to be issued, other than to and in the name of the registered Holder:

(Please Print):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

Signature

Guarantee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature (s)

Principal amount to be converted (if less than all):

\$ \_\_\_\_\_,000

Social Security or other Taxpayer Identification Number

Date: \_\_\_\_\_

[Medallion Signature Guarantee: \_\_\_\_\_]

[Signatures must be guaranteed by an eligible Guarantor Institution (banks, brokers, dealers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder(s). Medallion Signature Guarantees will be required for Definitive Securities.]

ASSIGNMENT FORM

To assign this Note, fill in the form below:  
(I) or (we) assign and transfer this Note to

\_\_\_\_\_

(Insert assignee's social security or tax I.D. no.)

\_\_\_\_\_

\_\_\_\_\_

(Print or type assignee's name, address and zip code)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Your Signature: \_\_\_\_\_

(Sign exactly as your name appears on the other side of this Note)

Date: \_\_\_\_\_

Medallion Signature Guarantee: \_\_\_\_\_

[FOR INCLUSION ONLY IF THIS CONVERTIBLE SUBORDINATED NOTE BEARS AN AFFILIATE SECURITIES LEGEND —] In connection with any transfer of any of the Convertible Subordinated Notes evidenced by this certificate which are "restricted securities" (as defined in Rule 144 (or any successor thereto) under the Securities Act), the undersigned confirms that the Convertible Subordinated Notes are being transferred:

CHECK ONE BOX BELOW

- (1)  to the Company or one of its subsidiaries; or
- (2)  pursuant to an exemption from registration under the Securities Act of 1933 provided by Rule 144 thereunder.
- (3)  pursuant to a shelf registration statement of the Company that has been declared effective under the Securities Act of 1933, in connection with such transfer.
- (4)  to Persons who agree to be bound by the restrictions applicable to such Holders for so long as such transferred securities constitutes "restricted securities."

Unless one of the boxes is checked, the Registrar will refuse to register any of the Convertible Subordinated Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; provided, however, that if box (2) is checked, the Trustee may require, prior to registering any such transfer of the Convertible Subordinated Notes, such certifications

\_\_\_\_\_

and other information, including legal opinions, as the Company has reasonably requested in writing, by delivery to the Trustee of a standing letter of instruction, to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933.

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on the other side of this  
Convertible Subordinated Note)

Date: \_\_\_\_\_

Medallion Signature Guarantee: \_\_\_\_\_

[FOR INCLUSION ONLY IF THIS CONVERTIBLE SUBORDINATED NOTE BEARS A RESTRICTED SECURITIES LEGEND —] In connection with any transfer of any of the Convertible Subordinated Notes evidenced by this certificate which are “restricted securities” (as defined in Rule 144 (or any successor thereto) under the Securities Act), the undersigned confirms that the Convertible Subordinated Notes are being transferred:

CHECK ONE BOX BELOW

- (1)  to the Company or one of its subsidiaries; or
- (2)  pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (3)  pursuant to an exemption from registration under the Securities Act of 1933 provided by Rule 144 thereunder.
- (4)  pursuant to an shelf registration statement of the Company that has been declared effective under the Securities Act of 1933, in connection with the transfer of such shares of Common Stock .

Unless one of the boxes is checked, the Registrar will refuse to register any of the Convertible Subordinated Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; provided, however, that if box (2) or (3) is checked, the Trustee may require, prior to registering any such transfer of the Convertible Subordinated Notes, such certifications and other information, and if box (3) is checked such legal opinions, as the Company has reasonably requested in writing, by delivery to the Trustee of a standing letter of instruction, to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933; provided that this paragraph shall not be applicable to any Convertible Subordinated Notes which are not “restricted securities” (as defined in Rule 144 (or any successor thereto) under the Securities Act).

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on the other side of this  
Convertible Subordinated Note)

Date: \_\_\_\_\_

Medallion Signature Guarantee: \_\_\_\_\_

OPTION OF HOLDER TO ELECT REPURCHASE

If you wish to have this Note repurchased by the Company pursuant to Section 4.06 of the Indenture, as the case may be, check the box:

If you wish to have a portion of this Note purchased by the Company pursuant to Section 4.06 of the Indenture, state the amount (in multiples of \$1,000):  
\$ \_\_\_\_\_.

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on the other side of this  
Note)

Date: \_\_\_\_\_

Medallion Signature Guarantee: \_\_\_\_\_

This Third Amended and Restated Agreement made by the undersigned persons certifies that each undersigned person agrees that the statement on Schedule 13D/A, and all amendments thereto, to which this Exhibit 99.1 is attached is filed on behalf of each of them and the Group. The "Group" (as defined in Rule 13d-5(b)) may be deemed to be composed of the following persons:

- James J. Kim
- Agnes C. Kim
- John T. Kim
- David D. Kim, as Trustee
- John T. Kim, as Trustee
- Susan Y. Kim, as Trustee
- David D. Kim Trust of 12/31/87
- John T. Kim Trust of 12/31/87
- Susan Y. Kim Trust of 12/31/87
- Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Alexandra Kim Panichello
- Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Jacqueline Mary Panichello
- Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Dylan James Panichello
- Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94
- Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92
- Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01
- Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01
- Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03
- Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05
- James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants dated 2/5/08
- James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants dated 2/5/08
- James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants dated 2/5/08
- James J. Kim 2008 Trust FBO Descendants of John T. Kim dated 2/5/08

Schedule 13D/A

- James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08
- James J. Kim 2008 Qualified Annuity Trust dated 11/14/08;
- The James & Agnes Kim Foundation, Inc.; and
- 915 Investments, LP.

Each undersigned further agrees the information as it pertains to each undersigned is accurate and complete and that each undersigned has no knowledge or reason to believe that information as it relates to the other persons making this filing is inaccurate.

Dated: April 15, 2009

/s/ James J. Kim  
James J. Kim

/s/ Agnes C. Kim  
Agnes C. Kim

/s/ John T. Kim  
John T. Kim

/s/ David D. Kim  
David D. Kim, as Trustee

/s/ John T. Kim  
John T. Kim, as Trustee

/s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

David D. Kim Trust of 12/31/87

By: /s/ David D. Kim  
David D. Kim, as Trustee

John T. Kim Trust of 12/31/87

By: /s/ John T. Kim  
John T. Kim, as Trustee

Susan Y. Kim Trust of 12/31/87

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Alexandra Kim Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee



Schedule 13D/A

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Jacqueline Mary Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of Susan Y. Kim dated 4/16/98 for the benefit of Dylan James Panichello

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Jacqueline Mary Panichello dated 10/3/94

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Alexandra Kim Panichello dated 12/24/92

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Dylan James Panichello dated 10/15/01

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim for Allyson Lee Kim dated 10/15/01

By: /s/ John T. Kim  
John T. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim FBO Jason Lee Kim dated 11/17/03

By: /s/ John T. Kim  
John T. Kim, as Trustee

Irrevocable Deed of Trust of James J. Kim f/b/o Children of David D. Kim dated 11/11/05

By: /s/ David D. Kim  
David D. Kim, as Trustee

James J. Kim 2008 Trust FBO Alexandra Kim Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

James J. Kim 2008 Trust FBO Jacqueline Mary Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

Schedule 13D/A

James J. Kim 2008 Trust FBO Dylan James Panichello and Descendants dated 2/5/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

James J. Kim 2008 Trust FBO Descendants of John T. Kim dated 2/5/08

By: /s/ John T. Kim  
John T. Kim, as Trustee

James J. Kim 2008 Trust FBO Descendants of David D. Kim dated 2/5/08

By: /s/ David D. Kim  
David D. Kim, as Trustee

James J. Kim 2008 Qualified Annuity Trust dated 11/14/08

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Trustee

The James and Agnes Kim Foundation, Inc.

By: /s/ Susan Y. Kim  
Susan Y. Kim, as Secretary

915 Investments, LP

By: /s/ James J. Kim  
James J. Kim, as general partner