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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported)**

**May 24, 2010**

**AMKOR TECHNOLOGY, INC.**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or Other Jurisdiction of  
Incorporation)

**000-29472**

(Commission File Number)

**23-1722724**

(IRS Employer  
Identification No.)

**1900 SOUTH PRICE ROAD**

**CHANDLER, AZ 85286**

(Address of Principal Executive Offices, including Zip Code)

**(480) 821-5000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01. Entry into a Material Definitive Agreement****ITEM 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On May 24, 2010, Amkor Technology Korea, Inc. (the “Borrower”), a Korean corporation and a wholly-owned subsidiary of Amkor Technology, Inc. (the “Company”), entered into a Credit Facility Agreement (the “Korean Credit Agreement”) and certain agreements ancillary thereto (such agreements together with the Korean Credit Agreement, the “Korean Loan Documents”) with Woori Bank, a Korean banking entity (“Woori Bank”), pursuant to which Borrower will obtain a \$180 million secured 3-year term loan from Woori Bank (the “Term Loan”), the proceeds of which will be used to repay intercompany loans owed by Borrower to the Company which will in turn be used by the Company to purchase a portion of its outstanding 9.25% Senior Notes due 2016 pursuant to a cash tender offer (the “Tender Offer”) announced on May 24, 2010.

The Term Loan will bear interest at Woori Bank’s floating base rate plus 199 basis points (approximately 4.5%) and will amortize in 11 equal quarterly installments of \$5 million per installment, with the remaining balance due in June 2013.

The Korean Credit Agreement is subject to the General Terms and Conditions for Bank Credit Transactions, and an Additional Agreement between the Borrower and Woori Bank. The Borrower has also entered into an Amendment to Kun-Mortgage Agreement (the “Mortgage Agreement”) in favor of Woori Bank, pursuant to which Borrower will mortgage substantially all its land, factories and equipment located in Korea as security for its obligations under the Korean Loan Documents. The Korean Credit Agreement will not be secured by any collateral located outside of Korea.

In connection with the Korean Credit Agreement, the Company has executed a Kun-Guarantee (the “Guarantee”) in favor of Woori Bank pursuant to which the Company will guarantee on an unsecured basis, the Borrower’s performance and obligations under the Korean Loan Documents.

The Korean Credit Agreement is filed herewith as Exhibit 10.1 and incorporated herein by reference. The Additional Agreement is filed herewith as Exhibit 10.2 and incorporated herein by reference. The General Terms and Conditions for Bank Credit Transactions is filed herewith as Exhibit 10.3 and incorporated herein by reference. The Mortgage Agreement is filed herewith as Exhibit 10.4 and incorporated herein by reference. The Guarantee is filed herewith as Exhibit 10.5 and incorporated herein by reference.

**ITEM 7.01. Regulation FD Disclosure.**

On May 24, 2010, the Company issued a press release announcing the commencement of the Tender Offer. A copy of the press release is furnished herewith as Exhibit 99.1.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing.

**ITEM 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit	Description
10.1	Credit Facility Agreement, dated May 24, 2010, by and between Amkor Technology Korea, Inc. and Woori Bank.
10.2	Additional Agreement, dated May 24, 2010, between Woori Bank and Amkor Technology Korea, Inc.
10.3	General Terms and Conditions for Bank Credit Transactions, dated May 24, 2010, between Woori Bank and Amkor Technology Korea, Inc.
10.4	Amendment to Kun-Mortgage Agreement, dated May 24, 2010, by and between Amkor Technology Korea, Inc. and Woori Bank.
10.5	Kun-Guarantee, dated May 24, 2010, by and between Amkor Technology, Inc. and Woori Bank.
99.1	Press release, dated May 24, 2010, announcing commencement of the Tender Offer.

## SIGNATURES

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

Date: May 27, 2010

Amkor Technology, Inc.

/s/ Gil C. Tily

Gil C. Tily

*Executive Vice President, Chief Administrative Officer and  
General Counsel*

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### **Index to Exhibits**

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10.2	Additional Agreement, dated May 24, 2010, between Woori Bank and Amkor Technology Korea, Inc.
10.3	General Terms and Conditions for Bank Credit Transactions, dated May 24, 2010, between Woori Bank and Amkor Technology Korea, Inc.
10.4	Amendment to Kun-mortgage Agreement, dated May 24, 2010, by and between Amkor Technology Korea, Inc. and Woori Bank.
10.5	Kun-Guarantee, dated May 24, 2010, by and between Amkor Technology, Inc. and Woori Bank.
99.1	Press release, dated May 24, 2010, announcing commencement of the Tender Offer.

Woori Bank must explain the material contents hereof to the Borrower, and deliver the General Terms and Conditions for Bank Credit Transactions and a copy of this Credit Facility Agreement to the Borrower.

**Credit Facility Agreement**  
(For Corporate Borrower)

To: Woori Bank

Date: May 24, 2010

Borrower: Amkor Technology Korea, Inc. ((seal))  
Representative Director JooHo Kim /s/ JooHo Kim  
Address: 280-8, Sungsoo-dong 2-ga, Sungdong-gu  
Seoul

Seal Authenticity  
Verification

The Borrower hereby acknowledges and agrees that, in entering into a transaction with Woori Bank (the “Bank”) as contemplated by the terms of this credit facility agreement, the “Bank Credit Transaction Basic Terms and Conditions (For Corporate Borrower)” shall apply, and hereby also agree to the following terms:

**Article 1. Transaction Terms**

The terms of the transaction are as follows:

Classification of Credit Facility (Credit Type)	Foreign Currency Loan	Transaction Category	<input type="checkbox"/> credit line	<input checked="" type="checkbox"/> separate credit
Amount of Credit Facility (Limit)	USD 180,000,000			
Drawdown Date	June 1, 2010	Maturity Date	<input type="checkbox"/> June 1, 2013	
Interest Rate	[Intentionally deleted]		Woori bank funding rate-linked base rate for 3-year loans as published by the bank plus 1.99%, reset quarterly	
Default Interest Rate (Article 3, Section 5 of the Bank Credit Transaction Basic Terms and Conditions is applicable)	Less than 3 months: 17% p.a. 3 months or more: 19% p.a.			

Woori Bank

Calculation of Interest	Calculated on a daily basis based on 365 days a year (provided that, in foreign exchange transactions, the international practice, commercial business practice, etc. shall be followed)	
[intentionally deleted]		
[intentionally deleted]		
Prepayment Fees	[intentionally deleted]	[intentionally deleted]
	Loan denominated in a foreign currency: 0.5%, if the remaining period is shorter than 1 year; and 0.5%, if the remaining period is 1 year or longer.	
Drawdown	Drawdown of the entire amount on the drawdown date.	
Repayment Method	Repayment of US\$5,000,000 shall be made in installments of every three (3) months.	
Interest Payment Dates and Method	The first interest payment shall be made on or prior to the date falling three (3) months from the drawdown date, and the interest thereafter shall be made within three (3) months from the date falling one (1) day after the end of the previous interest period.	
[intentionally deleted]		

## Article 2. Default Interest

- (1) As to any due but unpaid interest, installment payment of principal, and installment payment of principal and interest, a default interest thereof shall be paid immediately.
- (2) If there is a failure to satisfy the debt on the maturity date or the loan becomes accelerated pursuant to Article 7 of General Terms and Conditions for Bank Credit Transactions, a default interest shall be paid immediately as to the outstanding credit facility amount.
- (3) [intentionally deleted]

## Article 3. Change of Loan Interest Rate

- (1) [intentionally deleted]
- (2) [intentionally deleted]
- (3) [intentionally deleted]
- (4) [intentionally deleted]
- (5) [intentionally deleted]

Woori Bank

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(6) [intentionally deleted]

(7) There are two applicable standards to set base interest rates for foreign currency loan, that is, “LIBOR-linked base interest rate” and “Woori bank funding rate-linked base rate” The “LIBOR-linked base interest rate” is decided by applicable term LIBOR rate of one business day prior to drawdown date. The “Woori bank funding rate-linked base rate” is decided by applicable term LIBOR rate of one business day prior to drawdown date plus average foreign currency funding spread in recent 3 months. The 3 months (or 6 months) LIBOR and foreign currency funding spread, which are applied to each base interest rate, changes on drawdown date and every 3 months (or 6 months) from that date. The 3 months (or 6 months) LIBOR is the interest rate that “BBA’s public announced at morning 11 o’clock in London, England offered by public confident telecom companies (Reuter, Bloomberg etc.) The rate changes in every 3 months (or 6 months).

(8) [intentionally deleted]

(9) [intentionally deleted]

(10) [intentionally deleted]

#### **Article 4. Determination of Total Amount of Loan and Notification of Installment Repayment Schedule**

(1) [intentionally deleted]

(2) In case of any credit facility to be repaid in installments except for either loans based on regular installment savings (*jeokkeum* in Korean) or grants, the Bank shall prepare and notify the obligors of a schedule for the repayment in installments of the fixed total debt amount.

**Article 5.** [intentionally deleted]

**Article 6.** [intentionally deleted]

**Article 7.** [intentionally deleted]

**Article 8.** [intentionally deleted]

**Article 9.** [intentionally deleted]

**Article 10. Prepayment Fees**

Woori Bank

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- (1) If the Borrower prepays the loan provided by the Bank prior to the agreed maturity date (including, if the maturity is extended, the maturity date as extended; hereinbelow the same), the Borrower shall pay the Bank the prepayment fees as set forth in Section 10(2) below.
- (2) The prepayment fees shall be an amount equal to the Prepaid Amount multiplied by the applicable prepayment fee rate as set forth in Article 1, and the Prepaid Amount, etc. shall be calculated as follows:
  1. "Prepaid Amount" shall mean an amount of the loan prepaid prior to the agreed due date or, in case of a loan to be repaid in installments, an amount of the loan prepaid prior to the due date of any installment repayment).
  2. "Remaining Period" shall mean a period from the date of prepayment to the agreed due date or, in case of a loan to be repaid in installments, the Remaining Period shall be calculated with respect to each scheduled installment repayment, and, in case of prepayment of a loan in part, the prepayment shall be applied in the order of the installment payments of which the due date comes first.
  3. [intentionally deleted]
  4. [intentionally deleted]
- (3) In any of the following cases, the prepayment fees shall be exempted:
  1. If the Remaining Period is less than 1 month;
  2. If the Borrower make full repayment within 1 month from drawdown date.
  3. If the Bank collects the loan prior to the maturity date for the reason of acceleration or otherwise as set forth in the "General Terms and Conditions for Bank Credit Transactions";
  4. If the Borrower is a company subject to workout or restructuring proceedings and the prepayment is made upon agreement with the Bank;
  5. If an outside source loan, however, excluding a credit line loan (including a passbook loan), consumer financing, and a loan subject to the limit of a maximum amount;
  6. If a floating P-Rate loan is prepaid within 1 month from the interest rate change date due to the increase of P-Rate; and
  7. If the full amount is prepaid within 1 month from any interest rate change

Woori Bank

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date by the reason that Bank changes “6-months, 1-year, 3-year, 5-year floating rate base interest rate” of “6-months, 1-year, 3-year, 5-year floating rate based loan” by applying “the adjustment factor”.

8. If the amount of credit facility does not exceed the amount of deposits in a savings account or a regular installment savings account with the Bank, a beneficiary certificate of the Bank or financial receivables that could be utilized as security.

**Article 11. Stamp Tax**

- (1) The Borrower shall be responsible for all stamp taxes relating to this Agreement.
- (2) If the Bank pays on behalf of the Borrower any stamp tax payable by the Borrower under Section 11(1) above, the Borrower shall promptly repay the Bank such stamp tax amount pursuant to Article 4 of the Bank Credit Transaction Basic Terms and Conditions.

**Article 12.** [intentionally deleted]

**Article 13. Currency and Exchange Rate**

The principal and interest of a foreign-currency denominated loan may be repaid in the foreign currency in which the loan was extended or Korea Won, and in case of repayment in Korean Won, an applicable exchange rate shall be the telegraphic transfer selling rate to the customers as of the date of repayment.

**Article 14. Security; Insurance**

Unless otherwise expressly communicated by the Bank, the Borrower shall grant to the Bank the facilities constructed or installed with the funds from the credit facility extended hereby, together with the land and buildings at which they are established and other facilities inside of them, as security in favor of the Bank, and if requested by the Bank, the Borrower shall subscribe to insurances in such types and amounts as agreed to by the Bank and shall grant pledge over the rights to claim the insurances proceeds in favor of the Bank.

**Article 15.** [intentionally deleted]

**Article 16.** [intentionally deleted]

**Article 17. Submission of Materials, etc.**

- (1) The Borrower shall submit to the Bank the following materials which are requested to be periodically submitted pursuant to Sections 17 and 19 of General Terms and Conditions for Bank Credit Transactions, and, at the

Woori Bank

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request of the Bank, submit any other materials necessary for the post drawdown supervision of the credit facility:

1. Every quarter: a value added tax report, a total balance schedule, a table of status of liabilities, a list of buyers, and a table of estimated sales per goods, etc.;
  2. Every half year: a semi-annual financial statement, a value added tax report, a total balance schedule, a table of status of liabilities, a list of buyers, and a table of estimated sales per goods, etc.;
  3. Every year: an audit report prepared by CPA (final financial statements), consolidated financial statements, corporate registry extracts, business registration certificate, a shareholder registry, articles of incorporation, a summary sheet of earned income taxes withheld, business plan, a projected financial statements (for 3 years), information on major business partners, copies of various permits, approvals and documents relating to certified technology (KS, ISO, patent, etc.), a confirmation letter on labor disputes, other operating manuals for goods, reference materials regarding the Borrower's industry, etc.; and
  4. At any time: a total balance schedule, a table of status of liabilities, document confirming use of proceeds, etc.
- (2) The Borrower shall, at the request of the Bank, submit to the Bank the following materials which the Bank, at the time of evaluating the credit standing of the Borrower, requests for the purpose of understanding the Borrower's status of foreign exchange risks and its management thereof:
1. Status of management system on FX risks and rules on management of FX risks;
  2. Status of procurement, and use/operation, of foreign currency funds; and
  3. Status of transactions of foreign-currency denominated derivatives.

#### Article 18. Other Special Agreement

If there is any conflict or discrepancy between the Korean version of this Agreement and the English version of this Agreement, the Korean version of this Agreement shall prevail.

Borrower

Amkor Technology Korea, Inc., Representative Director  
JooHo Kim ((seal)) /s/ JooHo Kim  
280-8, Sungsoo-dong 2-ga, Sungdong-gu, Seoul

The Borrower has received the Bank Credit Transaction Basic Terms and Conditions and a copy of this Agreement, and have been sufficient explained of, and understands, the material contents thereof.

Borrower

Amkor Technology Korea, Inc., Representative Director  
JooHo Kim ((seal)) /s/ JooHo Kim  
280-8, Sungsoo-dong 2-ga, Sungdong-gu, Seoul

Woori Bank

**Additional Agreement**

To: Woori Bank

As to the Credit Facility Agreement dated as of May 24, 2010 for a loan of 180,000,000 U.S. dollars (the "Credit Facility Agreement"), the parties to the Credit Facility Agreement hereby additionally agree to the following:

1. In the event of additional borrowings from a financial institution other than Woori Bank, the Borrower shall have a prior consultation thereof with Woori Bank.
2. Amkor Technology Inc., the head company in the United States of America, shall guarantee this foreign currency loan of 180,000,000 U.S. dollars up to the amount of 234,000,000 U.S. dollars, which is 130% of the loan amount.
3. The loan proceeds shall be used to repay 180,000,000 U.S. dollars of the Series A Bonds in the amount of 385,000,000 U.S. dollars issued as of May 15, 1999 and the proper evidences should be provided to Woori Bank.
4. Amkor Technology Inc. uses the proceeds (\$180 million), as a repayment of intercompany bonds from Amkor Technology Korea, for the repayment of existing 3<sup>rd</sup> party debts and so on. But not for the repayment of debts from related parties.

May 24, 2010

Borrower: /s/ JooHo Kim ((seal))  
JooHo Kim  
Representative Director  
Address: \_\_\_\_\_

**General Terms and Conditions for Bank Credit Transactions**  
(Corporate Borrower)

These General Terms and Conditions for Bank Credit Transactions (the “General Terms and Conditions”) are established to facilitate the prompt and accurate credit transactions between Woori Bank (the “Bank”) and the customer (the “Obligor”) based on mutual trust.

**Article 1. Scope of Application**

- (1) The General Terms and Conditions shall apply to all credit transactions arising between the Bank and the Obligor (the person owing obligations to the Bank including a borrower, a discount applicant and a payment guarantee applicant, hereinafter the same) including loans evidenced by promissory notes, discounting of bills of exchange or promissory notes, loans evidenced by deeds, overdrafts, payment guarantees and foreign exchange transactions.
- (2) In the event that the Bank has, through credit transactions with any third party, acquired bills (including checks, collectively, the “Bills”) drawn, endorsed, accepted or guaranteed by the Obligor, the Obligor shall be also bound by the General Terms and Conditions in the performance of the obligations evidenced by such Bills; provided, that Articles 2, 3, 5, 7, 9 and Article 12, Paragraph (1) and Article 15, Paragraph (1) shall not be applicable.
- (3) The General Terms and Conditions shall apply to all transactions and performance of obligations between the principal office and branches of the Bank and the principal office and branches of the Obligor to the extent that the transaction or the obligation falls within the scope of the above Paragraph (1) or (2).

**Article 2. Obligations on Bills and Credits**

In the event that the credit has been granted through Bills drawn, endorsed, accepted or guaranteed by the Obligor, the Bank may demand from the Obligor the payment of the Obligor’s obligations by exercising the Bank’s rights either under the Bills or under the underlying credits.

**Article 3. Interest and Default Interest**

- (1) The rates, computation method or the time and manner of payment, respectively, of the interest, discount charge, guarantee fee or commission (hereinafter referred to as “Interest, etc.”) shall be determined by the Bank, to the extent permitted under applicable laws and

regulations.

- (2) The Obligor may select one of following in respect of rate of Interest, etc. in executing the transaction agreement.
1. The Bank shall not change, in principle, the rate until the Obligor's obligations are fully performed.
  2. The Bank may change the rate from time to time until the Obligor's obligations are fully performed.
- (3) If the Obligor selects Paragraph (2) Item 1 and there is any significant change in circumstance due to sudden change in national economy and financial condition which could not be expected at the time of execution of the agreement, before the obligations are fully performed, the Bank may increase or decrease the rate by giving a notice to the Obligor separately. In this case, if the cause for change ceases to exist, the Bank shall immediately change such rate in order to conform to such circumstance.
- (4) If the Obligor selects Paragraph (2) Item 2, the increase or decrease of rate of Interest, etc. by the Bank shall be made within reasonable extent in accordance with the sound banking customary practice.
- (5) Any amount not paid by the Obligor when due and payable shall bear interest at the default rate determined by the Bank, to the extent permitted under the applicable laws and regulations, on the basis of the actual number of days elapsed and a year of 365 days; provided, that the Bank may change such rate to the extent permitted under the applicable laws and regulations due to change in financial condition and any other reasonable cause; and provided, further, that in the case of foreign exchange transactions, international practices and commercial customs shall apply.
- (6) The Obligor shall be bound by any changes in the computation manner or time and manner of payment, respectively, of the Interest, etc. or default interest from the first date on which the Obligor should pay the interest after such change, if such change is made by the Bank as a result of any change in the financial circumstances or any other condition affecting the credit transaction or any other reasonable causes to the extent permitted under applicable laws and regulations.
- (7) If the change is made in accordance with Paragraphs (4), (5) and (6), the Bank shall post such change at each of the Bank's offices and the electronic media determined by the Bank for one (1) month from the effective date of such change; provided, that if the change applies to certain Obligor, the change shall be notified to such Obligor separately.
- (8) If the Obligor incurs unexpected disadvantages pursuant to Paragraphs (3) and (6) above,

the Obligor may terminate the relevant contract within one (1) month from the first date on which the Obligor should pay the interest after change. In this case, the interest for the period from the effective date of such change to the date of termination shall be calculated at the interest rate that was effective prior to the change. Any amount not paid by the Obligor to the Bank when due and payable as a result of such termination shall bear interest at the default interest rate that was effective prior to the change.

#### **Article 4. Cost and Expenses**

- (1) The Obligor shall bear the expenses set forth in the following items:
  1. the expenses incurred by the Bank in enforcing or protecting (including terminating) the Bank's rights including claims and security rights against the Obligor, the guarantor or the owner of collateral;
  2. the expenses incurred by the Bank for inspection, foreclosure or disposition of any collateral; and
  3. the expenses incurred by the Bank for sending demand or notice as a result of delay of payment or performance of the Obligor's obligation.
- (2) In the event that the Bank pays on the Obligor's behalf any incidental cost or expenses not paid by the Obligor, the Obligor shall immediately reimburse the Bank for such payment. Any of such payment not paid immediately on the Bank's demand shall bear default interest at the default interest rate as determined pursuant to Article 3, Paragraph (5) for the period from the date of the payment by the Bank to the date of full reimbursement by the Obligor.
- (3) In executing any loan agreement, the Bank shall inform the type and amount of incidental costs and expenses required for extending secured loans, in addition to the agreed interest, to make the Obligor know in advance.

#### **Article 5. Purpose and Use of Loan Proceeds**

The Obligor shall expressly describe the purpose of the loan proceeds in the application for credit. The loan proceeds disbursed to the Obligor by the Bank under the credit transactions shall not be used for any purposes other than the purposes agreed to under the transaction. The same shall apply in the case of payment guarantees and other types of credits extended by the Bank.

#### **Article 6. Security**

- (1) [Intentionally deleted]
- (2) The Bank shall in principle make collections on or dispose of any security in accordance with statutorily prescribed procedures; however, if the price of security is prevailing price in exchange market, or a collection or disposition otherwise than in accordance with the statutory procedures is expected to be more likely to result in a profitable sale, the Bank may make collections on or dispose of the security in such a manner, at such a time, for such a price, etc. as are generally deemed appropriate. The Bank may deduct expenses from the proceeds and apply the remainder to the payment of the Obligor's obligations to the Bank pursuant to Article 13. The Obligor shall promptly pay any deficiency to the Bank. In this case, the Bank shall notify the Obligor ten (10) days prior to the disposition of such security; provided, that the Bank expects that the recovery of claims would be seriously difficult before the court gives a decision to commence rehabilitation or bankruptcy proceeding pursuant to the Act on Debtor Rehabilitation and Bankruptcy, the Bank shall make collections on or dispose of any security and then, immediately notify the Obligor thereof.
- (3) In case of any delay in the Obligor's performance of any obligations owing to the Bank, the Bank may continue to possess or make collections on or dispose of, pursuant to the Paragraph (2), the Obligor's personal properties, Bills, and other negotiable instruments and securities in the Bank's possession, even if they were not furnished to the Bank for security purposes.

#### **Article 7. Acceleration of Payment**

- (1) Upon occurrence and during the continuance of any of the events set forth below, Bank may, in its sole discretion upon notice to Obligor, declare all obligations that the Obligor owes to the Bank immediately due and payable, and cause the Obligor to immediately pay and perform such obligations, including, without limitation, the obligation to make advance reimbursements for a payment guarantee:
  1. an order or notice of attachment, provisional attachment or attachment for delinquent taxes or public imposts is issued, or a compulsory execution or disposition due to delinquent taxes or public imposts is commenced with respect to any of the Obligor's deposits or other claims against the Bank in an amount in excess of KRW 900 million; provided, that in case of obligation secured by any collateral, the foregoing shall only apply if the recovery of claims is seriously difficult;
  2. an order or notice of attachment or attachment for delinquent taxes or public imposts is issued, or a compulsory execution or disposition due to delinquent taxes or public imposts is commenced with respect to any of the collaterals provided by the Obligor (excluding the Obligor's deposit or other claims against the Bank set forth in the

preceding Item);

3. an application is filed by the Obligor for bankruptcy, compulsory composition or corporate reorganization of the Obligor; a bankruptcy proceeding is commenced against the obligor or the Obligor is listed on the registry of delinquent debtors and such proceeding is not dismissed or listing continues for a period of thirty (30) consecutive days;
  4. the Clearing House suspends the Obligor's transactions;
  5. the Obligor is deemed to stop payment due to suspension of its business for a period of thirty (30) consecutive days;
  6. [Intentionally deleted]
- (2) [Intentionally deleted]
- (3) Upon the occurrence and during the continuance of any of the events set forth below, Bank may, in its sole discretion upon notice to Obligor, declare all obligations which the Obligor owes to the Bank and are related to each such event immediately due and payable, and cause the Obligor to immediately pay and perform such obligations; provided, that on or before three (3) business days prior to the date on which such obligations of the Obligor shall become due and payable, the Bank shall give a notice to the Obligor that the Obligor has failed to pay or perform the relevant obligations as set forth in any of the following Items and the relevant obligations of the Obligor will become due and payable, and if the Bank fails to give such notice to the Obligor before three (3) business days prior to the date on which such obligations of the Obligor shall become due and payable, the relevant obligations of the Obligor will become due and payable on the third business day after the date of actual arrival of notice and the Obligor shall pay and perform the relevant obligations:
1. the Obligor has failed to pay Interest, etc. for fourteen (14) days continuously after the due date thereof; or
  2. the Obligor has failed to pay an installment payment on the due date and it remains unpaid for thirty (30) days.
  3. Provided, that, the Bank, upon the drawdown of the loan, will provide the Obligor with the payment schedule for the principal of and interest on the loan.
- (4) Upon the occurrence and during the continuance of any of the events set forth below, and as a result the Bank's rights are put in jeopardy, the Bank may, in its sole discretion upon notice to Obligor, demand the Obligor to repay obligations and to cancel attachment, etc. and to



restore creditworthiness, and declare all obligations that the Obligor owes to the Bank immediately due and payable on the due date designated in written notice or demand tendered by the Bank more than ten (10) days prior to the due date, and the Obligor shall immediately pay and perform such obligations:

1. the Obligor fails to pay the obligations which are immediately due and payable pursuant to Paragraph (3) or (5);
  2. an order or notice of attachment or an attachment for delinquent taxes or public imposts is issued with respect to properties of the Obligor other than those described in Item 1 or 2 of Paragraph (1) above and such attachment continues for a period of thirty (30) consecutive days, and for this reason the creditworthiness of the Obligor is substantially deteriorated and the recovery of claims is seriously difficult;
  3. a public sale on collateral commences in order to enforce the security right or a notice of provisional attachment is issued pursuant to the Civil Enforcement Act with respect to any property of the Obligor other than those specified in Paragraph (1) Item 1 above, for this reason, the creditworthiness of the Obligor is substantially deteriorated and the recovery of claims is seriously difficult;
  4. it shall become difficult for the Bank to maintain a normal banking business with the Obligor due to the breach by the Obligor of any provisions in Article 5 or Article 19 of the General Terms and Conditions and such breach continues for a period of thirty (30) consecutive days following notice to the Obligor by Bank;
  5. the Obligor is found to have intentionally submitted to Bank in connection with a credit transaction, documents that are forged or altered or found to be false in a material respect, or intentionally submitted to Bank in connection with a credit transaction, materials deemed to be, when taken together with all materials submitted to Bank, incomplete in a material respect;
  6. the creditworthiness of the Obligor deteriorates substantially as a result of the commencement of liquidation procedures against Obligor or shutdown or suspension of Obligor's business due to labor disputes, and such liquidation procedures or shutdown or suspension of the Obligor's business shall continue for a period of ten (10) days from the day Obligor first has notice of such occurrence;
  7. [Intentionally deleted]
- (5) Upon the occurrence and during the continuance of any of the events set forth below, the Bank may, in its sole discretion upon notice to Obligor, declare all obligations that the Obligor owed to the Bank with respect to which such event occurs immediately due and payable on the due date designated in written notice or demand tendered by the Bank more

than ten (10) days prior to the due date, and the Obligor shall immediately pay and perform such obligations:

1. [Intentionally deleted]
2. any breach by the Obligor of a material provision of the agreements with the Bank, including, without limitation, the agreement to obtain fire insurance with respect to the collateral, or the agreement to provide to the Bank as collateral the machinery or building which has been constructed, installed or manufactured with proceeds of the loans extended by the Bank to the Obligor, and such breach continues for a period of thirty (30) consecutive days following notice from Bank to the Obligor.
3. [Intentionally deleted]
- (6) Even when any of the Obligor's obligations to the Bank are accelerated under Paragraphs (1) through (5), if the Bank expressly waives the effect of such Paragraphs or if normal transactions are resumed between the Bank and the Obligor notwithstanding the acceleration (e.g., the Bank receives an installment payment, principal of and interest on installment indebtedness, interest or default interest), the acceleration shall be deemed to have been rescinded with respect to such obligation or the obligation designated by the Bank as of the time of the Bank's waiver or of the resumption of the normal banking transactions.
- (7) In the event that there is an interested party of the Obligor competing over the Obligor's claim against the Bank, the Bank may exercise its right of set-off.

**Article 8. Notice to Joint and Several Guarantor of Accelerated Obligation**

- (1) If the payment obligation is accelerated pursuant to each Item of Article 7 Paragraph (1) above, the Bank shall notify such fact in writing to the joint and several guarantor within fifteen (15) business days from the date on which such obligations of the Obligor shall become due and payable if any event under Item 1 or 6 occurs or if the Clearing House suspends the Obligor's transactions under Item 4, or otherwise, from the date on which the Bank recognizes such event of acceleration.
- (2) The obligation is immediately due and payable in accordance with Article 7, Paragraphs (4) and (5), the Bank shall notify the joint and several guarantor in writing within fifteen (15) business days from the date on which such obligations of the Obligor shall become due and payable.
- (3) Even if the joint and several guarantor receives a notice of acceleration in accordance with Paragraphs (1) and (2), the consent of the joint and several guarantor for continuous transaction is not required in respect of such obligation of which acceleration has been

rescinded pursuant to Article 7, Paragraph (6). In this case, the Bank shall give a notice of rescission of acceleration in writing to the joint and several guarantor of such obligation within fifteen (15) business days .

**Article 9. Obligation to Repurchase Discounted Bills**

- (1) The Obligor shall automatically repurchase and immediately pay at face value, without demand or notice from the Bank, all the discounted Bills set forth below. If the Obligor performs its repurchase obligation before the due date of each Bill, the Bank shall refund the discount charge for the period from the date of performance of repurchase obligation to the due date;
  1. all of Bills requested for discount, if any of the events described in Article 7, Paragraph (1) occurs with respect to the Obligor;
  2. if any of the events described in Article 7, Paragraph (1) occurs with respect to the person who issued or accepted the Bills or such person fails to pay the Bill when due, which are issued or accepted by him/her, all Bills which he/she issued or accepted.
- (2) The Obligor shall repurchase and immediately pay at face value all the discounted Bills as set forth below on the due date designated in notice or demand tendered by the Bank in writing more than ten (10) days prior to the due date. In this case, if the Obligor performs its repurchase obligation before due, the Bank shall refund the amount equivalent to the discount charge from the date of performance of repurchase obligation to the due date;
  1. all Bills requested to be discounted, if any of the events described in Article 7, Paragraphs (4) and (5) occurs with respect to the Obligor;
  2. if any of the events described in Article 7, Paragraphs (4) and (5) occurs with respect to the person who issued or accepted the Bills, all Bills which he/she issued or accepted.
- (3) Until the Obligor performs its repurchase obligations under Paragraphs (1) and (2) above, the Bank may exercise all rights as holder of the Bills.
- (4) The provision of Article 7, Paragraph (6) shall apply to the cases of the preceding Paragraphs (1) and (2) *mutatis mutandis*.

**Article 10. Set-off by the Bank**

- (1) In the event that the Obligor's obligation is due and payable whether by maturity in

accordance with its term, or by acceleration upon occurrence of any of the events described in Article 7, or by occurrence of the Obligor's obligation to repurchase the discounted Bills under Article 9, or for any other causes, the Bank may set off by written notice to the Obligor any such obligation at any time against any of the Obligor's deposits with the Bank and any other of the Obligor's claims against the Bank irrespective of the due dates thereof.

- (2) In the event that the Bank exercises the right to set-off against any advance reimbursement obligation of the Obligor pursuant to the preceding Paragraph, the Obligor hereby waives any defense permitted under Article 443 of the Civil Code against such set-off by the Bank, whether or not any security is furnished to the Bank with respect to the guaranteed obligation or the reimbursement obligation; provided, that the Bank shall immediately perform its guarantee obligation after such set-off.
- (3) In the event that the Obligor becomes obligated to the Bank as referred to in Paragraph (1), the Bank may, on behalf of the Obligor, also make withdrawals from the Obligor's deposits in the Obligor's name provided by the Obligor as security, and may apply such withdrawals to the payment of the Obligor's obligations regardless of the arrival of the maturity of such deposits, without any advance notice and without complying with any particular procedures; provided, however, that immediately after such withdrawal and application, the Bank shall give a notice to the Obligor.
- (4) If the Bank sets off any obligation of the Obligor against any of the Obligor's or the guarantor's deposits and any other of the Obligor's or the guarantor's claims ("deposits, etc.") against the Bank pursuant to Paragraphs (1) and (2), the Bank may take payment suspension measures in respect of deposits, etc. for the time being prior to set-off; provided, that if the guarantor takes payment suspension measure in respect of deposits, etc. of the guarantor, the Bank shall immediately notify the guarantor thereof.
- (5) In the event that the Bank effects a set-off in accordance with the provisions of Paragraphs (1) and (2) or makes any withdrawals and application in accordance with the provisions of Paragraph (3), such set-off or withdrawal and application shall be promptly effected taking into account the fair benefits of the Obligor guarantor security provider and the period for purposes of computation of Interest, etc. on the Obligor's credits and obligations and default interest, shall extend up to and including the date on which the notice of set-off is delivered to the Obligor and the date on which such set-off, withdrawal and application is made, and the rate shall be determined by the Bank, and the foreign exchange rate shall be determined as the market rate prevailing at the time of the computation by the Bank.

#### **Article 11. Set-off by the Obligor**

- (1) The Obligor may at any time set off any of the Obligor's deposits or any other of the Obligor's claims against the Bank, the due date of which has arrived, against any obligations

owed to the Bank irrespective of the due dates of such obligations.

- (2) In the event that the Obligor effects a set-off against a Bill which was discounted by the Bank prior to its due date pursuant to Paragraph (1) above, the Obligor shall repurchase such Bill at its face value deducting the discount charge for the period from the date of repurchase until its due date; provided, that the Obligor shall not effect a set-off against any discounted Bills which the Bank has negotiated to any third party.
- (3) Notwithstanding the provisions of the preceding two Paragraphs, the set-off of any claims and obligations denominated in a foreign currency may not be effected by the Obligor unless and until their respective due dates arrive and all procedures are completed in accordance with the laws and regulations with respect to foreign exchange.
- (4) In the event that the Obligor effects a set-off in accordance with Paragraphs (1) through (3), the Obligor shall send the Bank a written notice and shall promptly submit to the Bank any passbook or other certificate evidencing deposits or claims against which such set-off is effected after having the previously reported signature and/or seal affixed thereon.
- (5) In the event that the Obligor effects a set-off in accordance with Paragraphs (1) through (3), the period for purposes of computing interest on the Obligor's credits and obligations, discount charge, etc. and default interest, shall be up to and including the date on which the Bank receives the Obligor's notice of set-off, and the rate shall be prescribed by the Bank, and the foreign exchange rate shall be determined as the market rate prevailing at the time of computation by the Bank. The Obligor shall pay to the Bank such fees with respect to the set-off, as are agreed to be payable with respect to prepayment between the Bank and the Obligor.

#### **Article 12. Presentment and Delivery of Bills**

- (1) With respect to Bill transaction, if the Bank effects set-offs or makes withdrawals and appropriations as set forth in Article 10 without exercising the Bank's rights under the Bills, the Bank will not be required to simultaneously return any such Bills to the Obligor. In the event that the Bills are returned to the Obligor, the Bills shall be returned at the Bank's office, which conducts banking transactions with the Obligor, and the Bank shall request prompt acceptance by the Obligor of the Bill. Same procedures shall apply to the handling of the Bills in the event of set-offs by the Obligor under Article 11.
- (2) If the Bank effects set-offs or makes withdrawals and appropriations as set forth in Article 10 by exercising the Bank's rights under the Bills, the Bank will not be required to present or deliver any such Bills to the Obligor if any of the following conditions is satisfied and the provision of Paragraph (1) shall apply with respect to the handling of the Bills:

1. If the Bank does not know the Obligor's current whereabouts;
  2. If the Bank is the place designated as the place at which such Bills are payable; or
  3. If the Bank deems it unavoidable to omit presentment or delivery of the Bills to the Obligor for such reasons as interruption of transport or communication, or use for collection, etc.
- (3) If any of the Obligor's obligations to the Bank that are due and payable are not paid in full after a set-off, etc. has been effected as set forth in Articles 10 and 11, and other parties are liable under the Bills in addition to the Obligor, the Bank may retain such Bills, and may apply the proceeds of collection or disposition of them to the payment of the Obligor's obligations in accordance with Article 13.
- (4) The Bank may make a demand for payments without presenting the Bills for the purpose of tolling the statute of limitations for recovery on the Bills.

**Article 13. Order of Application by the Bank**

- (1) In the event that payments made by the Obligor or set-offs or withdrawals and applications made by the Bank as provided for in Article 10 are insufficient to satisfy all of the Obligor's obligations, the Bank shall apply such payments and/or such set-offs or withdrawals to the satisfaction of first, the expenses, second, the interest and third, the principal of the Obligor's obligation, in such order as applicable; provided, however, the Bank may change the order of application unless such change is adverse to the Obligor's interest.
- (2) In the event that there are two or more of the Obligor's obligations against which payment or set-off is made and such obligations are not discharged in full by such payment or set-off, the Civil Code and other laws shall apply to the amount recovered in the compulsory execution or public sale by exercise of security rights.
- (3) In the event that there are two or more of the Obligor's obligations against which payment or set-off is made and any voluntary repayments or deposits which does not fall under Paragraph (2) above are insufficient to satisfy all of the Obligor's obligations, such repayments or deposits, etc. may be applied to the satisfaction of the Obligor's obligations in such order and in such manner as the Obligor may determine. In this case, if the determination of the order of application is likely to adversely affect the Bank's rights, the Bank may without delay raise an objection thereto, and change and designate the obligation to be paid or set off, as determined considering the availability of securities or guarantees, the value and marketability of such securities or guarantees, the due date and the possibility of settlement of the discounted Bills, etc.

- (4) In the event that the Bank applies the payments and/or set-offs or withdrawals to the satisfaction of the Obligor's obligations in such order different from statutory order specified in the Civil Code or any other laws in accordance with Paragraph (3), the Bank shall take into consideration the reasonable interests of the Obligor, the security provider and the guarantor not to contrary for the protection of the Bank's rights.

**Article 14. Order of Application by the Obligor**

- (1) In the event of the set-offs effected by the Obligor, as set forth in Article 11, if the deposits, etc. are insufficient to satisfy all of the Obligor's obligations, such deposits, etc. may be applied to the satisfaction of the Obligor's obligations in such order as the Obligor may determine.
- (2) When the Obligor fails to make the determination as set forth in the preceding Paragraph, or if the determination of the order of application provided in Paragraph (1) is likely to adversely affect the Bank's rights, the Bank shall designate the obligation to be satisfied by set-off pursuant to Article 13 *mutatis mutandis*.

**Article 15. Assumption of Risks and Indemnification**

- (1) In the event that the Bills which the Obligor has drawn, endorsed, accepted or guaranteed, or the instruments which the Obligor has furnished to the Bank are lost, destroyed, damaged or delayed in arrival, due to causes not attributable to the Bank, such as force majeure, disasters, calamities or accidents during transit, the Obligor shall pay the Obligor's obligations as recorded on the Bank's books, vouchers, etc.; provided, that if the Obligor presents the materials different from those recorded in books and vouchers of the Bank, the Bank shall compare them and fix the Obligor's obligation and then, the Obligor shall pay and perform such obligations.
- (2) The Obligor shall forthwith furnish any substitute Bills or other instruments, upon the Bank's demand, in the event of loss, destruction or damage stated in Paragraph (1) above; provided, that this provision shall not apply to the Bills or other instruments which the Bank acquired in the course of transactions with a third party.
- (3) The Bank shall be liable for any damage incurred by the Obligor without any negligence of the Obligor from bearing double payment obligations as a result of payments or provision of Bills or other instruments pursuant to Paragraph (1) or (2).
- (4) If the Bank has entered into transactions or has handled matters after making an adequate inspection with due care to check the seal impression or signature on the Bills or instruments against the Obligor's specimen seal impression or specimen signature previously filed with

the Bank and finding such to be genuine, the Obligor shall be liable for any losses and damages arising from forgery, alteration, wrongful use, etc., of the Bills, instruments and seals or signatures, and shall be liable in accordance with the terms of any such Bills or instruments.

**Article 16. Filing with the Bank and Changes thereof**

- (1) The Obligor shall file with the Bank in the form prescribed by the Bank in advance the following: the Obligor's name, trade name, representative, address and seal or signature, etc., and the name and seal or signature of the Obligor's agent, if any transaction is performed with the Bank through such agent.
- (2) The Obligor shall forthwith notify the Bank in writing of any change in the matters filed with the Bank as set forth in Paragraph (1). Before the Obligor notifies such change, the Bank may treat as if there is no such change in the matters filed with the Bank and the Obligor shall not raise any objection thereto. The foregoing shall apply to any changes which have been registered in the Company Registry. The Obligor's losses or damages arising from such treatment of the Bank shall be borne by the Obligor and the Bank shall have no responsibility therefor.

**Article 17. Faithful Preparation of Materials**

In connection to a credit transaction, the Obligor shall faithfully prepare and submit required materials to the Bank.

**Article 18. Effect of Notice**

- (1) Any notice given by the Bank or any document dispatched by the Bank to the Obligor's latest address filed with the Bank shall be assumed to have been delivered at the time it normally should have been delivered.
- (2) If any notice given or any documents dispatched by the Bank in accordance with Paragraph (1) above has not been delivered or delayed to be delivered to the Obligor due to the Obligor's negligence to notify any change pursuant to Article 16, Paragraph (2), such notice or documents shall be deemed to have been delivered at the time it normally should have been delivered; provided, that notice of set-off or acceleration of payment and any other important expression of intention shall be deemed to have been delivered only if such notice was sent by the delivery-certified and content-certified mail.
- (3) Copies kept by the Bank of the notices or documents forwarded by the Bank to the Obligor



and the Bank's record indicating such forwarding and the date thereof shall constitute *prima facie* evidence that the Bank has given the notices or documents on such date recorded on the Bank's book, etc.

#### **Article 19. Report and Investigation**

- (1) Upon the Bank's demand, the Obligor shall promptly submit to the Bank, reports with respect to the Obligor's assets, liabilities, management, the status of business or performance of credit conditions and any other important matters; and the Obligor shall also provide assistance necessary for the Bank's investigation of the Obligor's accounts, factories, place of business or any other matters, upon the Bank's request.
- (2) The Obligor shall promptly submit to the Bank, without the Bank's request, a report of any material change that has occurred or is likely to occur with respect to the Obligor's assets, management or the status of business or other matters which may affect the Obligor's transactions with the Bank.
- (3) If it is likely that it would be impossible for the Bank to collect its credit extended to the Obligor due to the suspension of trade by the Clearing House, non-performing credit or deterioration of management conditions of the Obligor based on the reports and investigations submitted in accordance with Paragraphs (1) and (2), the Bank may at any time send members of its own staff, to the extent necessary for the purpose of protecting the Bank's rights, to manage or supervise the Obligor's assets and business management.

#### **Article 20. Amendments to Terms of Credit Transaction**

- (1) [Intentionally deleted]
- (2) [Intentionally deleted]
- (3) [Intentionally deleted]

#### **Article 21. Place of Performance, Governing Law**

- (1) Any obligations in connection with the Obligor's transactions with the Bank shall be performed at the Bank's office that conducts transactions with the Obligor, unless otherwise agreed; provided, however, if deemed necessary for the management of non-performing credit or for any other reasonable causes, the Bank may transfer the management of credit to the principal office, local main office or other business offices of the Bank. Such transferred obligations of the Obligor shall be performed at the principal office, local main

office or other business offices of the Bank to which the management of credit has been transferred.

- (2) The credit transactions under the General Terms and Conditions shall be governed by and be construed in accordance with the laws of the Republic of Korea, even if the Obligor is not a Korean person or company.

**Article 22.** [Intentionally deleted]

**Article 23. Jurisdiction**

The Obligor hereby agrees and consents that, in addition to the jurisdiction prescribed by law, the district court having jurisdiction over the business offices of the Bank that conduct transactions with the Obligor shall have jurisdiction over any legal action instituted between the Bank and the Obligor, the guarantor or the owner of collateral in connection with the credit transaction under the General Terms and Conditions; provided, however, if the Bank transferred the management of credit to the principal office, local main office or other business offices of the Bank for the purpose of the management of non-performing credit occurred as a result of causes attributable to the Obligor, the Obligor agrees and consents, in addition to the jurisdiction prescribed by law, that the district court having jurisdiction over the principal office, local main office or other business offices of the Bank to which the management of credit has been transferred shall have jurisdiction over such legal actions.

The Obligor may request the dispute resolution department of its trading bank to resolve any disputes in connection with a banking transaction or may request the Financial Dispute Resolution Commission, etc. to resolve such dispute.

IN WITNESS WHEREOF, the Parties have executed two (2) original copies of this Agreement as of the date above written, and each shall keep one (1) copy thereof.

May 24, 2010

**AMKOR TECHNOLOGY KOREA, INC.**

/s/ JooHo Kim

Title: Representative Director

Name: JooHo Kim

**WOORI BANK**

/s/ Ki-Hyung Moon  
Title: Relationship Manager  
Name: Ki-Hyung Moon

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The Bank shall explain the material contents of this Agreement to the Mortgagor and shall deliver to the Mortgagor a copy of the general terms and conditions for credit transactions and a copy of this Agreement.

Prepared by

Reviewed by

Approved by

KUN-MORTGAGE

# **AMENDMENT AGREEMENT TO KUN-MORTGAGE AGREEMENT**

(For Changes of Scope of Secured Obligations & Settlement Date)

- \* Please enter the appropriate information in your own handwriting in the spaces within the thick rectangles provided.
- \* This amendment agreement is not required to be registered and becomes effective upon a mutual agreement by and among parties.

May 24, 2010

Creditor & Mortgagee:	<i>Woori Bank</i>	(seal)	Seal Collation
Address:			
Obligor:	<i>Amkor Technology Korea, Inc.</i>	(seal)	
	<i>Representative Director &amp; CEO JooHo Kim /s/ JooHo Kim</i>		
Address:	<i>280-8, 2-ga, Seongsoo-dong, Seongdong-gu, Seoul</i>		Seal Collation
Mortgagor:	<i>Amkor Technology Korea, Inc.</i>	(seal)	
	<i>Representative Director &amp; CEO JooHo Kim /s/ JooHo Kim</i>		
Address:	<i>280-8, 2-ga, Seongsoo-dong, Seongdong-gu, Seoul</i>		

The *scope of secured obligations* covered by the kun-mortgage established by and among the above parties shall be changed as follows:

Scope of Secured Obligations

Scope of Secured Obligations after Change:

*Specific Kun-Mortgage to Comprehensive Kun-Mortgage*

Settlement Date

Settlement Date after Change:

Specifications of Existing Kun-Mortgage

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1. Kun-Mortgage Agreement  
2. Details of Joint Mortgages

Registration	<i>Kun-Mortgage Agreement dated April 4, 2007</i>
Properties	<i>Registry Office of Gwangju District Court, April 5, 2007, No. 60992</i>
Priority	<i>957, Daechon-dong, Buk-gu, Gwangju</i>
Owner	<i>1st priority</i>
	<i>Amkor Technology Korea, Inc.</i>
Registration	<i>Registry Office of Incheon District Court, April 5, 2007, No. 28081</i>
Properties	<i>419-1, Cheongcheon-dong, Boopyoung-gu, Incheon</i>
Priority	<i>1st priority</i>
Owner	<i>Amkor Technology Korea, Inc.</i>
Registration	<i>Registry Office of Seoul Eastern District Court, April 5, 2007, No. 24197</i>
Properties	<i>280, 2-ga, Seongsoo-dong, Seongdong-gu, Seoul and others</i>
Priority	<i>1st priority</i>
Owner	<i>Amkor Technology Korea, Inc.</i>
Registration	<i>Registry Office of Incheon District Court, April 5, 2007, No. 21924</i>
Properties	<i>516-1, Hyosung-dong, Gyeyang-gu, Incheon and others</i>
Priority	<i>1st priority</i>
Owner	<i>Amkor Technology Korea, Inc.</i>

**[FRONT PAGE OF THE KUN-GUARANTEE]**

Woori Bank must explain the material contents hereof to the Guarantor and deliver the General Terms and Conditions for Bank Credit Transactions and a copy of this Agreement to the Guarantor.

**Kun-guarantee**  
(for Customer)

Date: May 24, 2010

\* As joint and several guarantee is a material legal action that may cause property loss, please make a prudent decision after carefully reading in advance the contents of this Kun-guarantee (this "Agreement") and the "Matters That a Joint and Several Guarantor Must Know" set out on the reverse page, and please fill in the parts with bold lines in the Guarantor's own handwriting.

Joint and several guarantor: Amkor Technology, Inc. (signature)  
Name: Joanne Solomon /s/ Joanne Solomon

Seal Authenticity  
Verification

Address: 1900 South Price Road, Chandler, Arizona 85248, U.S.A.

Agreement on Provision and Usage of Personal Credit Information

[intentionally deleted]

The joint and several guarantor (the "Guarantor") hereby agrees that it will be responsible jointly and severally with the Obligor for any and all obligations owed as of now or to be owed hereinafter by the Obligor to Woori Bank (the "Bank") to the extent set forth in Article 1, hereby approves that the performance of this guarantee obligation shall be subject to each provision of the General Terms and Conditions for Bank Credit Transactions and other transaction agreements on the following guaranteed obligations that the Obligor has submitted to the Bank, and hereby acknowledges and agrees to each of the following terms:

**Article 1. Contents of Guaranteed Obligations**

1.1 The Guarantor hereby undertakes the guarantee pursuant to the terms set forth below:

- (1) Obligor's name: Amkor Technology Korea, Inc.  
Representative Director JooHo Kim  
Obligor's address: 280-8, Sungsoo-dong 2-ga, Sungdong-gu, Seoul
- (2) Scope of obligations guaranteed

Woori Bank

The Bank has explained to the Guarantor that the Guarantor may elect any one of the following 3 types of guarantee, under which the scope of respective obligations guaranteed varies from one another, and among them, the Guarantor hereby agrees to guarantee those obligations (including interest, default interest, and any other ancillary obligations) as set forth in

Specific kun-guarantee

- (i) Specific kun-guarantee: all obligations owed by the Obligor to the Bank (head office and branch offices), which are now existing or will exist hereinafter as a result of the transactions under the following agreements (if the maturity date or transaction period of any of the following agreements is extended with the Guarantor's consent, including such obligations):
    - Foreign currency credit facility agreement dated as of \_\_\_\_\_; and
    - \_\_\_\_\_ agreement dated as of \_\_\_\_\_
  - (ii) Limited kun-guarantee: all obligations owed by the Obligor to the Bank (head office and branch offices), which are now existing or will exist hereinafter as a result of the following types of transaction:
    - \_\_\_\_\_ transaction; and
    - \_\_\_\_\_ transaction
  - (iii) Comprehensive kun-guarantee: all following obligations owed by the Obligor to the Bank (head office and branch offices), which are now existing or will exist hereinafter:
    - (a) all obligations resulting from borrowings based on promissory notes, borrowings based on certificates, borrowings based on overdraft accounts, promissory note discounts, payment guarantees, factoring, transactions relating to installment deposits for mutual aid (*sanghobukeum*), acquisition of corporate bonds, lending of securities, foreign exchange transactions, and other credit transactions;
    - (b) all guarantee obligations with respect to any transaction set forth in paragraph (a) above entered into with the creditor and a third party; and
    - (c) all obligations under promissory notes or checks acquired by the creditor as a result of any transaction set forth in paragraph (a) above entered into with a third party.
- (3) Maximum Kun-guarantee Amount

USD Two Hundred Thirty Four (234) Million

(4) Settlement Date of Kun-guarantee

The Bank has explained to the Guarantor that the Guarantor may elect any one

Woori Bank

of the following 3 types in determining the kun-guarantee settlement date, and the Guarantor hereby elects the date determined in accordance with

#### Future Designation

as the settlement date.

- (i) Future Designation: The settlement date is not currently set. Three (3) years after the date hereof, however, the Guarantor can designate the kun-guarantee settlement date by giving written notice; provided that such designated settlement date must be at least fourteen (14) days after the date on which the notice is arrived, and if fewer days are left after the notice is arrived, then the settlement date shall be the date falling on the 14th day after the date on which the notice is arrived.
- (ii) Automatic Determination: The settlement date is not currently set. Three (3) years after the date hereof, however, the Guarantor can designate the kun-guarantee settlement date by giving written notice; provided that such designated settlement date must be at least fourteen (14) days after the date on which the notice is arrived, and if fewer days are left after the notice is arrived, then the settlement date shall be the date falling on the 14th day after the date on which the notice is arrived; provided further that if the Guarantor does not express any intention until five (5) years have passed from the date hereof, then the settlement date shall be the date falling on the fifth (5<sup>th</sup>) year after the date hereof.
- (iii) Designation: Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

1.2 Of the obligations owed by the Obligor to the Bank, those guaranteed by any of the following financial institutions or its equivalent shall be excluded from the scope of obligations guaranteed under Section 1.1 (2):

- 1. Financial institutions under the Banking Act and banks under special laws;
- 2. Credit guarantee funds under the Credit Guarantee Fund Act;
- 3. Technology credit guarantee funds under the Act on Financial Support of New Technology Business;
- 4. Housing financing credit guarantee funds under the Act on Stability of Workers' Housing and Support for Accumulation of Large Sum Holdings;
- 5. Incorporated guarantee insurance companies under the Insurance Business Act; and
- 6. Other institutions that issue guarantees under agreements with the Bank.

#### Article 2.

#### Special Agreement

Guarantor:

(seal)

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea. Seoul District Court shall have jurisdiction over any disputes arising from or in connection with this Agreement.

Woori Bank



Consultant

Title:

Name: \_\_\_\_\_ (seal)

\* The Guarantor shall read the following and set out the Guarantor’s intent below in handwriting based on fact. (Examples: 1. Received; 2. and 3. Heard)

1. Have you certainly received the General Terms and Conditions for Bank Credit Transactions, other transaction agreements and a copy of this Agreement?

Received

2. Have you been explained the material contents of the above terms and conditions and in the front and reverse pages of this Agreement?

Heard

3. Have you been explained the Obligor’s liability status, any late payment, and the like?

Heard

Woori Bank

**[REVERSE PAGE OF THE KUN-GUARANTEE]**

**Article 3. Restrictions on Set-off**

The Guarantor shall not act against the Bank by setting off the relevant primary debt against any of the Obligor's deposit at and/or other claims/rights with respect to the Bank before such primary debt becomes due or before the Guarantor must perform its/his/her guarantee obligation as a result of pre-payment being required under Article 7 of the general terms and conditions for credit transactions (in the case of corporate funds, including the occurrence of an event triggering a promissory note repurchase request under Article 9).

**Article 4. Relationship with Other Security • Guarantee Agreements**

4.1 In case the Guarantor separately provides any collateral or guarantee in favor of the Bank with respect to the same debt owed by the Obligor to the Bank, such collateral or guarantee, unless agreed otherwise, shall not be changed by this Agreement and shall be applied cumulatively as being separate from the guarantee obligation hereunder.

4.2 Notwithstanding 4.1 above, in case the Guarantor, pursuant to the request of the Bank concerned about decrease in the value of a collateral or otherwise, guarantees jointly and severally the same amount with respect to the same guaranteed obligation at the same time as such collateral is provided, the other obligation shall be released if any one of them is performed in whole or part to the extent of such performance.

**Article 5. Change • Termination • Cancellation of Security, Etc.**

The Bank may change, terminate or cancel other collaterals or guarantees as may be necessary for the transaction if the Guarantor consents or if there is no adverse impact on claim enforcement when the Guarantor subrogates such as, among others, substituting an existing collateral with a new collateral of the same or higher value, replacing the Guarantor with a new guarantor of the same or better qualification and ability, terminating or canceling the collateral or guarantee proportional to the amount repaid in part.

Woori Bank

**Amkor Technology, Inc. Announces Tender Offer for its 9.25% Senior Notes due 2016**

CHANDLER, Ariz.—(BUSINESS WIRE)— Amkor Technology, Inc. (NASDAQ: AMKR) today announced that it has commenced an offer to purchase for cash (the “Offer”) up to \$175,000,000 aggregate principal amount of its outstanding 9.25% Senior Notes due 2016 (the “Notes”). The terms and conditions of the Offer are set forth in the Offer to Purchase dated May 24, 2010 (the “Offer to Purchase”) and the related Letter of Transmittal (the “Letter of Transmittal”) to be distributed to holders of Notes. The company plans to fund the Offer with proceeds from a \$180,000,000 term loan by Woori Bank to the company’s wholly-owned Korean subsidiary (the “Term Loan”).

The “Tender Offer Consideration” for each \$1,000 principal amount of the Notes tendered and accepted for payment pursuant to the Offer will be \$1,020. Registered holders (“Holders”) of Notes that are validly tendered and not validly withdrawn on or before 5:00 p.m., New York City time, on June 7, 2010 (the “Early Tender Date”), and accepted for purchase will receive the Tender Offer Consideration plus \$30 for each \$1,000 principal amount of Notes (the “Early Tender Premium”, and together with the Tender Offer Consideration, \$1,050 or the “Total Consideration”). Holders of Notes that are validly tendered after the Early Tender Date and not validly withdrawn on or before 11:59 p.m., New York City time, on June 21, 2010 (the “Expiration Date”) and accepted for purchase will receive only the Tender Offer Consideration. In addition to the Tender Offer Consideration or the Total Consideration, as the case may be, payable in respect of Notes accepted for purchase, Holders will receive accrued and unpaid interest on their purchased Notes from the last interest payment date up to, but not including, the date of payment for purchased Notes.

As of today, the aggregate outstanding principal amount of the Notes is \$390,000,000. In the event that the amount of Notes validly tendered and not validly withdrawn on or prior to the Expiration Date exceeds \$175,000,000, the company will accept for payment the Notes that are validly tendered and not validly withdrawn on a pro rata basis from among the tendered Notes.

Securities tendered on or before the Early Tender Date may be validly withdrawn at any time on or before 5:00 p.m., New York City time, on the Early Tender Date, but not thereafter, and securities tendered after the Early Tender Date but on or before the Expiration Date may not be withdrawn, provided, however, that if Amkor amends the Offer in a manner that is materially adverse to Holders that have previously tendered, the company will extend withdrawal rights for a period it reasonably determines will afford Holders a reasonable opportunity to assess such amended terms.

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The Offer is scheduled to expire at 11:59 p.m., New York City time, on Monday, June 21, 2010, unless extended. The tender offer will not be contingent upon any minimum number of Notes being tendered. The tender offer, however, will be subject to certain conditions, including the consummation of the Term Loan on terms reasonably satisfactory to the company and the receipt of the Term Loan proceeds. None of Amkor, its board of directors, the dealer manager, the depositary, or the information agent is making any recommendations to Holders of Notes as to whether to tender or refrain from tendering their Notes into the tender offer. Holders of Notes must decide how many Notes they will tender, if any.

The complete terms and conditions of the Offer are set forth in the Offer to Purchase and Letter of Transmittal that are being sent to Holders of Notes. Holders are urged to read the tender offer documents carefully. Copies of the Offer to Purchase and Letter of Transmittal may be obtained from the Information Agent for the Offer, Global Bondholder Services, at (866) 804-2200 (toll-free).

Deutsche Bank Securities Inc. is the Dealer Manager for the Offer. Questions regarding the Offer may be directed to Deutsche Bank Securities Inc. at (866) 627-0391 (toll-free) or (212) 250-2955 (collect).

THIS PRESS RELEASE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER TO PURCHASE NOR A SOLICITATION FOR ACCEPTANCE OF THE OFFER. THE TENDER OFFER IS BEING MADE ONLY PURSUANT TO THE OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL THAT AMKOR WILL DISTRIBUTE TO NOTEHOLDERS. NOTEHOLDERS SHOULD READ CAREFULLY THE OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL BECAUSE THEY CONTAIN IMPORTANT INFORMATION, INCLUDING THE VARIOUS TERMS OF, AND CONDITIONS TO, THE TENDER OFFER. NOTEHOLDERS MAY OBTAIN A FREE COPY OF THE OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL BY CONTACTING GLOBAL BONDHOLDER SERVICES, THE INFORMATION AGENT FOR THE TENDER OFFER, AT 1-866-804-2200. NOTEHOLDERS ARE URGED TO CAREFULLY READ THESE MATERIALS PRIOR TO MAKING ANY DECISION WITH RESPECT TO THE TENDER OFFER.

#### **About Amkor**

Amkor is a leading provider of semiconductor assembly and test services to semiconductor companies and electronics OEMs. More information on Amkor is available from the company's Securities and Exchange Commission (the "SEC") filings and on Amkor's website: [www.amkor.com](http://www.amkor.com).

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### **Forward-Looking Statement Disclaimer**

This press release contains forward-looking statements within the meaning of federal securities laws. All statements other than statements of historical fact are considered forward-looking statements including, without limitation, statements regarding the tender offer for the Notes and certain financing activities. These forward-looking statements involve a number of risks, uncertainties, assumptions and other factors that could affect future results and cause actual results and events to differ materially from historical and expected results and those expressed or implied in the forward-looking statements. Important risk factors that could affect the outcome of the events set forth in these statements and that could affect our operating results and financial condition are discussed in our Annual Report on Form 10-K for the year ended December 31, 2009, and in our subsequent filings with the SEC made prior to or after the date hereof. Amkor undertakes no obligation to review or update any forward-looking statements to reflect events or circumstances occurring after the date of this press release.

### **Contacts**

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Source: Amkor Technology, Inc

