
**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, 2005

AMKOR TECHNOLOGY, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or Other Jurisdiction of
Incorporation)

000-29472

(Commission File Number)

23-1722724

(IRS Employer
Identification No.)

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

(Address of Principal Executive Offices, including Zip Code)

(480) 821-5000

(Registrant's telephone number, including area code)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On May 24, 2005, Amkor Technology, Inc. (“Amkor”) entered into Amendment No. 2 to its revolving credit agreement to provide greater flexibility in refinancing and incurring secured foreign indebtedness. Amendment No. 2 amends the Credit Agreement dated as of June 29, 2004 among Amkor, the Lenders and Issuers party thereto, Citigroup Global Markets Inc., as Sole Lead Arranger and Sole Bookrunner, Citicorp North America, Inc. (“CNAI”), as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, Merrill Lynch Capital Corporation, as Documentation Agent and J.P. Morgan Securities Inc. and Merrill Lynch Capital as Arrangers (the “First Lien Credit Agreement”). The First Lien Credit Agreement provides for a \$30.0 million revolving credit facility available through June 29, 2007. Amendment No. 2 amends the First Lien Credit Agreement to permit liens on assets of foreign subsidiaries to secure up to \$75.0 million of indebtedness or other liabilities of Amkor or any of its subsidiaries.

Amendment No. 2 to the First Lien Credit Agreement is included herein as an exhibit. The First Lien Credit Agreement, entered into on June 29, 2004, was previously filed with the Securities and Exchange Commission (the “SEC”) on Form 8-K on July 9, 2004. Amendment No. 1 to the First Lien Credit Agreement, entered into on October 27, 2004, was previously filed with the SEC on Form 8-K on November 2, 2004.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

- 10.1 Amendment No. 2 to Credit Agreement, dated as of May 24, 2005 among Amkor Technology, Inc., the Lenders party thereto and Citicorp North America, Inc., as Administrative Agent.
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SIGNATURES

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

AMKOR TECHNOLOGY, INC.

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

Date: May 27, 2005

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 to Credit Agreement, dated as of May 24, 2005 among Amkor Technology, Inc., the Lenders party thereto and Citicorp North America, Inc., as Administrative Agent.

AMENDMENT NO. 2 TO
CREDIT AGREEMENT

This AMENDMENT NO. 2 TO THE CREDIT AGREEMENT, dated as of May 24, 2005, among Amkor Technology, Inc. a Delaware corporation (the "Borrower"), the Lenders (as defined below) party hereto and the Administrative Agent (as defined below), amends certain provisions of the Credit Agreement dated as of June 29, 2004, as amended by Amendment No. 1 dated as of October 27, 2004, (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the lenders party thereto (collectively the "Lenders"), the issuers party thereto (collectively the "Issuers"), Citigroup Global Markets, Inc. ("CGMT"), as sole lead arranger and sole bookrunner, Citicorp North America, Inc., as administrative agent for the Lenders and Issuers (in such capacity, the "Administrative Agent"), JPMorgan Chase Bank, as syndication agent, Merrill Lynch Capital Corporation ("Merrill Lynch"), as documentation agent, and J.P. Morgan Securities Inc. and Merrill Lynch, as arrangers.

WITNESSETH:

WHEREAS, the parties to this Amendment are party to the Credit Agreement. Capitalized terms defined in the Credit Agreement and not otherwise defined in this Amendment are used herein as therein defined;

WHEREAS, certain of the Borrower's foreign Subsidiaries intend to incur additional secured Indebtedness and to use the proceeds thereof for general corporate purposes; and

WHEREAS, the Borrower has requested that the other parties hereto agree to amend the Credit Agreement as hereinafter set forth to, among other things, permit the incurrence of such additional secured Indebtedness.

Now, THEREFORE, in consideration of the premises and the covenants and obligations contained herein the parties hereto agree as follows:

SECTION 1. AMENDMENTS. Subject to the satisfaction of the conditions precedent set forth in Section 2 hereof, the Credit Agreement is hereby amended as follows:

(a) AMENDMENTS TO ARTICLE VII (NEGATIVE COVENANTS).

(i) Section 7.2 (Liens, Etc.) of the Credit Agreement is hereby amended by deleting clause (f) thereof in its entirety and inserting a new clause (f) immediately after clause (e) thereof as follows:

"(f) Liens on assets other than Collateral which are not otherwise permitted by the foregoing clauses of this Section 7.2 securing Indebtedness or other liabilities of the Borrower or any of its Subsidiaries; provided, however, that the aggregate outstanding amount of all such Indebtedness and liabilities shall not exceed \$75,000,000 at any time."

SECTION 2. CONDITIONS TO EFFECTIVENESS. This Amendment (including each provision hereof) shall become effective on the date (the "Amendment Effective Date") on which all of the following conditions precedent shall have been satisfied:

(a) the Administrative Agent shall have received counterparts of (i) this Amendment executed by the Borrower and the Requisite Lenders or, as to any of the Lenders, evidence satisfactory to the Administrative Agent that such Lender has executed this Amendment and (ii) the Consent of Subsidiary Guarantors with respect to this Amendment in the form attached hereto executed by each Subsidiary Guarantor; and

(b) the Borrower shall have paid all out-of-pocket expenses of the Administrative Agent (including the reasonable fees, expenses and disbursements of the Administrative Agent's counsel, Weil Gotshal and Manges LLP) incurred in connection with this Amendment and any other expenses which are due and payable pursuant to Section 10.3 of the Credit Agreement.

SECTION 3. CONSTRUCTION WITH THE LOAN DOCUMENTS.

(a) On and after the Amendment Effective Date, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Loan Documents to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment and the Credit Agreement shall be read together and construed as a single instrument. The table of contents, signature pages and list of Exhibits and Schedules of the Credit Agreement shall be modified as necessary to reflect the changes made in this Amendment as of the Amendment Effective Date.

(b) Except as expressly amended hereby or specifically waived above, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders, the Issuers, the Arranger or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or amendment of any other provision of any of the Loan Documents or for any purpose except as expressly set forth herein.

(d) This Amendment is a Loan Document.

SECTION 4. GOVERNING LAW. This Amendment is governed by the law of the State of New York.

SECTION 5. REPRESENTATIONS AND WARRANTIES. The Borrower hereby represents and warrants that each of the representations and warranties made by the Borrower in the Credit Agreement, as amended hereby, and the other Loan Documents to which the Borrower is a party or by which the Borrower is bound, shall be true and correct in all material respects on and as of the date hereof (other than representations and warranties in any such Loan Document which expressly speak as of a specific date, which shall have been true and correct in all material respects as of such specific date) and no Default or Event of Default has occurred and is continuing as of the date hereof.

SECTION 6. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed

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counterpart by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]

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

AMKOR TECHNOLOGY, INC.,
as Borrower

By /s/ Kenneth T. Joyce

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

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

AMKOR TECHNOLOGY, INC.,
as Borrower

By _____

Name:
Title:

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

By /s/ Suzanne Crymes

Name: Suzanne Crymes
Title: Vice President

CITIBANK, N.A.,
as Issuer

By /s/ Suzanne Crymes

Name: Suzanne Crymes
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Lender

By /s/ William P. Rindfuss

Name: William P. Rindfuss
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NO. 2 TO AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]

MERRILL LYNCH CAPITAL CORPORATION,
as Lender

By /s/ Anthony J. Lafaire

Name: Anthony J. Lafaire
Title: Director

[SIGNATURE PAGE TO AMENDMENT NO. 2 TO AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]

CONSENT OF SUBSIDIARY GUARANTORS

Dated as of May 24, 2005

Each of the undersigned corporations, as a Guarantor under the Guaranty dated June 29, 2004 (the "Guaranty") in favor of the Secured Parties under the Credit Agreement referred to in the foregoing Amendment, hereby consents to such Amendment and hereby confirms and agrees that notwithstanding the effectiveness of such Amendment, the Guaranty is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of such Amendment, each reference in the Guaranty to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by such Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have consented to this Amendment, as of the date first above written.

GUARDIAN ASSETS, INC.

By: /s/ Kenneth T. Joyce

Name: Kenneth T. Joyce
Title: Chief Financial Officer

UNITIVE, INC.

By: /s/ Kenneth T. Joyce

Name: Kenneth T. Joyce
Title: President, Chief Executive Officer,
Chief Financial Officer and Secretary

UNITIVE ELECTRONICS, INC.

By:

Name: Arthur Bergens
Title: Chief Financial Officer, Secretary
and Treasurer

AMKOR INTERNATIONAL HOLDINGS, LLC

By: /s/ Kenneth T. Joyce

Name: Kenneth T. Joyce
Title: Chairman

AMKOR TECHNOLOGY LIMITED

By: /s/ Kenneth T. Joyce

Name: Kenneth T. Joyce
Title: Director and Chairman

[SIGNATURE PAGE TO CONSENT OF SUBSIDIARY GUARANTORS TO AMENDMENT NO. 2
TO AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have consented to this Amendment, as of
the date first above written.

GUARDIAN ASSETS, INC.

By: _____
Name: Kenneth T. Joyce
Title: Chief Financial Officer

UNITIVE, INC.

By: _____
Name: Kenneth T. Joyce
Title: President, Chief Executive Officer,
Chief Financial Officer and Secretary

UNITIVE ELECTRONICS, INC.

By: /s/ Arthur Bergens

Name: Arthur Bergens
Title: Chief Financial Officer, Secretary
and Treasurer

AMKOR INTERNATIONAL HOLDINGS, LLC

By: _____
Name: Kenneth T. Joyce

Title: Chairman

AMKOR TECHNOLOGY LIMITED

By:

Name: Kenneth T. Joyce
Title: Director and Chairman

[SIGNATURE PAGE TO CONSENT OF SUBSIDIARY GUARANTORS TO AMENDMENT NO. 2
TO AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]

P-FOUR, LLC

By: /s/ Michael Santangelo

Name: Michael Santangelo
Title: President

AMKOR/ANAM PILIPINAS, L.L.C.

By: /s/ Michael Santangelo

Name: Michael Santangelo
Title: Treasurer and
Chief Financial Officer

[SIGNATURE PAGE TO CONSENT OF SUBSIDIARY GUARANTORS TO AMENDMENT NO. 2 TO
AMKOR TECHNOLOGY INC. CREDIT AGREEMENT]