

**ARTICLES OF ASSOCIATION FOR SPREADTRUM COMMUNICATIONS
(SHANGHAI) CO., LTD.**

**Chapter 1
General Provisions**

Article 1

The current provisions are formulated in accordance with the Law of the People's Republic of China on Foreign-Capital Enterprises, Company Law of the Peoples Republic of China, Rules of the PRC on Administration of Registration on Enterprise Legal Persons and other relevant Chinese laws and regulations.

Article 2

Company name: SPREADTRUM COMMUNICATIONS (SHANGHAI) INC.
Legal address of the company: Room 601e-32, Building # 2, #351, Guoshoujing Lu, Zhangjiang High Tech Park, Shanghai

Article 3

The company is a wholly foreign-owned enterprise. The company's capital is invested wholly by SPREADTRUM COMMUNICATIONS, INC. Wu Ping is the legal person of SPREADTRUM COMMUNICATIONS, INC.

Article 4

The company is a limited liability company and its liability is limited to the amount of investment.

Article 5

Jurisdiction: The Company is a legal person of the People's Republic of China and it is regulated and protected by laws of the People's Republic of China. All of the Company's activities should comply with relevant Chinese laws and regulations of the People's Republic of China.

**Chapter 2
Principles, Scope of Business and Production Scale**

Article 6

Principles of the Company:

1. Acceleration of China's high-tech development to a higher level, enhancing software developing technology with technology support to narrow the gap between China and the developed world in the field of international high-tech development.
2. Communication and exchanges between Chinese and foreign technology talents should be strengthened with international channels.

Article 6

Scope of Business: Developing and making wireless mobile communications, including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the products and supply of relevant technology

consultancy and technology service.

Article 7

Operation scale: the first year's annual turnover was 500,000 USD; two years later the annual turnover reached over 3,000,000 USD.

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Chapter 3

Total Investment and Registered Capital

Article 8

The Company's total investment is 1,200,000 USD and its registered capital is 1,000,000 USD. The difference between total investment and registered capital is based on capital increase or bank loan by the Company or interest-bearing borrowings by the investors.

Article 9

15% of the Company's total investment and registered capital should be paid within three months since the date the business license was signed and issued and the rest should be paid within one and a half year.

Article 10

Investment of the Company's registered capital as follows:
So far 1,000,000 USD has been remitted.

Article 11

Upon the payment of investment, the Company should employ an accountant registered in China to verify the payment, provide verification report and investment certificate.

Article 12

The Company should not reduce its registered capital during the operation period.

Article 13

Increase and transfer of the Company's registered capital should be submitted to and registered with the original approving authority by the Company.

Chapter 4

Foreign Exchange Management

Article 14

Applicable laws: all the foreign exchange activities relevant to or in the name of the Company should comply with the Provisional Regulations for Exchange Control of the People's Republic of China and other relevant laws and regulations.

Article 15

Foreign exchange account: The Company should try its best to maintain foreign

exchange balance. The Company may open foreign exchange and RMB accounts in relevant banks having business contacts with and recognized by the State Administration of Exchange Control.

Article 16

Foreign exchange balance: the Company may adopt various measures allowed by Chinese laws to maintain its foreign exchange balance.

Article 17

Profit: All of the Company's profit may be confirmed by the Executive Director to be remitted to the Company's overseas bank account in full amount.

Chapter 5
Operation Management Institutions

Article 18

The Company does not have board of directors but one Executive Director assigned by the investors whose term of office is three years. By the end of the term, the Executive Director may be reelected to resume the term. The Company has one general manager who is also the Executive Director.

Article 19

The Executive Director is the Company's legal representative and his official power includes:

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1. Decide the Company's operation plan and investment plan;
2. Formulate the Company's proposed annual financial budget and final accounts;
3. Formulate the Company's plans for profit distribution and recovery of losses;
4. Draft the Company's plans for merger, division, change in corporate form and dissolution;
5. Decide the Company's setup of inner management institutions;
6. Employ or dismiss the Company's deputy general manager and financial administrator according to the general manager's nomination and decide their payment;
7. Decide the Company's basic management.

Article 20

The general manager is directly responsible for the Company and implements the Company's various regulations.

Article 21

The general manager's official power includes:

1. Responsible for the Company's overall operation management;
2. Propose specific operation plan, formulate provisions and regulations and organize the implementation according to the Company's operation direction;

3. Report regularly to the investors about the operation's condition;

Article 22

In case of embezzlement and serious negligence, the general manager and other high level staff may be dismissed and replaced anytime by the Company.

Chapter 6
Taxation and Financial Accounting

Article 23

The Company pays and withholds various taxes in accordance with tax laws and regulation of the People's Republic of China.

Article 24

The Company's staffs pay for individual income tax or individual income adjustment tax in accordance with the Individual Income Tax Law of the People's Republic of China and the Interim Regulations on Individual Income Tax Adjustment of the People's Republic of China,

Article 25

The Company's financial accounting should comply with relevant financial accounting regulations formulated by the Ministry of Finance of the People's Republic of China.

Article 26

The Company's accounting is calculated by calendar year. The fiscal year begins from January 1st and ends on December 31st.

Article 27

The Company's accounting documents, account books and sheets should be written in Chinese.

Article 28

The Company's accounting shall adopt the internationally used accrual basis and debit and credit double entry bookkeeping technique in their work.

Article 29

The Company's accounting department should compile the last fiscal year's balance sheet and income statement in the first three months of each fiscal year for the auditor to audit and sign before submitted to the Company for approval.

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Article 30

All of the Company's foreign exchange activities should be handled in accordance with the Regulations for Exchange Control of the People's Republic of China and relevant regulations.

Article 31

The Company handles by itself its foreign exchange balance in the operation activities.

**Chapter 7
Profit Distribution****Article 32**

The Company allocates reserve fund, bonus and welfare fund from after-tax profit. The reserve fund should be no less than 10% of the after-tax profit: when the accumulated amount reaches 50% of the registered capital, reserve fund will not be allocated any more. Allocation percentage for staff bonus and welfare fund will be decided by the general manager.

Article 33

The Company distributes its profit once every year and specific distribution plan will be approved by the general manager.

**Chapter 8
Staff****Article 34**

Recruitment, employment, dismissal and resignation of employees, salary, welfare, labor insurance, labor protection, labor discipline and others should be handled in accordance with the Regulations of the People's Republic of China on Labor Management in Joint Ventures and its implementation methods.

Article 35

Labor contract system is applied to all the staff. With approval from the labor and personnel departments in Shanghai, staff will be recruited and selected competitively in public.

Article 36

The Company has the right to warn, cut salary and even dismiss employees violating the Company's regulation and labor discipline. Dismissal of employees should be reported to local labor and personnel department for record.

Article 37

Employee wages are decided in accordance with relevant Chinese regulations in line with the Company's specific situation. As the Company's production progresses, the employees' working ability and technical level get improved, so the wages should be increased properly.

**Chapter 9
Trade Union****Article 38**

In accordance with the Trade Union Law of the People's Republic of China, the Company sets up its trade union to organize union activities.

Article 39

Every month the Company allocates 2% of actual total wage for union expenditure.

Article 40

The trade union represents the employees' interest. It should protect the democratic rights and material interest of the employees. The union helps the Company to make proper use of welfare and bonus fund, and organizes various entertaining activities. The trade union's representatives are entitled to attend the meetings where the Company studies and decides relevant bonus, punishment, wage system, life welfare, labor protection and insurance problems. The Company should listen to and cooperate with the trade union.

**Chapter 10
Insurance**

Article 41

The Company should cover various risks and maintain various insurance policies. In principle, various insurance policies should be covered by legal insurance companies in China. The insurance type, insurance amount and insurance treaties should be suggested by the general manager and decided in accordance with the industry's practice in China and other countries and laws in China.

**Chapter 11
Limitation, Termination and Liquidation**

Article 42

The Company's operating limitation is 20 years beginning from the date when the business license was signed and issued. For extension of limitation, the Company should register with the original approving authority six months before expiration.

Article 43

When the Company's operating limitation is due or in case of advanced termination, the general manager should propose liquidation procedures, principles and liquidation committee nomination, and form the liquidation committee to liquidate the Company's assets.

Article 44

During liquidation, the liquidation committee represents the Company in lawsuits.

Article 45

After liquidation, the Company should report to the approving authority, cancel its registration with the original registering office, return the enterprise legal person's business license and issue public announcement.

Chapter 12

Rules and Regulations

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Article 46

The Company's rules and regulations include:

1. Operating management regulations, including the authority and working procedures of various management departments;
2. Staff regulations;
3. Labor wage system and welfare labor system;
4. Staff attendance and bonus system;
5. Financial regulations;
6. Other necessary rules and regulations.

Chapter 13

Appendix

Article 47

Amendment of the general provisions should be reported to the original approving authority.

Article 48

The general provisions should be written in Chinese.

Article 49

The general provisions take effect after approval from the Shanghai Zhangjiang High-tech park office. Amendment should be handled the same way as above.

Article 50

The provisions are formulated on June 26th 2001 in Shanghai, China.

Signature of Investor or Authorized Person:



June 26 2001

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June 14th 2001

**Notification of Company's Name Pre-Approval
NO. 02200106140011
Name Pre-Approval for Companies in Shanghai**

Shanghai Pudong New District Company Registration Office:

It is hereby announced that in accordance with Company Registration Management Regulation and Corporate Name Registration Management Regulation, the corporate name: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD. (Name Authorization NO. 02200106140011) is pre-approved.

The pre-approved name will be reserved for half a year beginning from June 14th 2001 to December 13th 2002. Within the period, it should not be used for operation activity or transferred or changed.

The name's industry category code is: (118310);
Company registered capital 1,200,000.0000 USD (equivalent);
The company's investor is: SPREADTRUM COMMUNICATIONS, INC.

In accordance with Article 5 and Article 25 in Corporate Name Registration Management Regulation, the registering authority has the right to correct inappropriate registered corporate names. When two or more companies have dispute over the same or similar corporate names, the registering authority will handle the dispute under first to register principle.

Pre-approved corporate names containing content needing approval in accordance with legal and administrative regulation (e.g. company limited by shares, group, import and export business and so on) should submit relevant approval document for registration. If not, the company should not register with the pre-approved name and should apply for another name.

The company should submit this notification to the registering authority for record before registration.

Shanghai Administration of Industry and Commerce



Application Form for Foreign-Invested Corporation

Corporate Name	SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.		
Name Authorization No.		Operation Period	20 years
Corporation Category	Foreign-invested corporation	Special Category	
Business Scope	Developing and making wireless mobile communications including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the products and supply of relevant technology consultancy and technology service.		
Total Investment	1,200,000 USD	USD	1,200,000 USD
Registered Capital	1,000,000 USD	USD	1,000,000 USD
Address	Room 601E-32, Building # 2, #351, Guoshoujing Lu, Zhangjiang High Tech Park, Shanghai	Zip Code	201203
District	Pudong New District	Town	Zhangjiang Town
Name of Road	Guoshoujing Lu		
Building Number beginning from	351	To	
<input type="radio"/> singular number <input type="radio"/> double number <input type="radio"/> serial number		Room Number	601E-32

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List of documents to submit for foreign-invested companies to change address

No.	Document Name	Notes
1	Application letter for changes registration of foreign-invested companies	Original document
2*	Resolutions or decisions made in accordance with the law	Original document
3	Amendment plan or amended version of articles of association signed by corporate legal representative	Original document
4*	Certificate for domicile use	
5	Original document and hard copy of business license, IC card (e-business license)	Original document
6*	Other relevant documents	

Regulations and requirements

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one changes registration will require only one copy for the same material.
5. Regulation and requirement No. 2 refers to resolutions or decisions made in accordance with Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures, Law of the People's Republic of China on Chinese-Foreign Cooperative Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises and Articles of association. The content of resolutions or decisions should be the same as the applied changes.
6. For regulation and requirement No. 4, house owners should submit hard copies of property ownership certificate with the original documents for verification; housing tenants should submit original documents of rental agreement and hard copies of property ownership certificate of the rental house for verification. If hard copies of property ownership certificate are not available, hard copies of other housing property certificates proving the housing property ownership should be provided. Hard copies of business license should be submitted for hotels and restaurants.
7. Except for those have already submitted the backup copy No.1, companies changing address should change a new Approval Letter for Foreign-Invested Enterprises and submit the backup copy No. 1 to the registering authority.
8. For regulation and requirement No. 6, foreign-invested companies moving (outside the jurisdiction of the original registering authority) should apply to the original registering authority and provide approval letter from the registering authority in the receiving jurisdiction. The company should apply to the registering authority of the receiving jurisdiction for changes registration and business license with a moving

certificate provided by the original registering authority (Companies moving outside the original jurisdiction should also provide receiving approval and approval certificate of the registering authority in the receiving jurisdiction).

Original Address	New Address
Room 142, Building #6, # 3000, Longdong Avenue, Zhangjiang High-Tech Park, Shanghai	Building # 1, Spreadtrum Center, # 2288, Zuchongzhi Lu, Zhangjiang High-Tech Park, Pudong, Shanghai Zip Code: 201203 Tel. 50802727

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Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)
Resolution of Executive Director

In accordance with relevant regulations stipulated in Articles of association, the Company’s legal representative Wu Ping hereby agree to the following resolution:

Resolution, the Company’s legal address will change from “Room 142, Building #6, # 3000, Longdong Avenue, Zhangjiang High-Tech Park, Shanghai” to “Building # 1, Spreadtrum Center, # 2288, Zuchongzhi Lu, Zhangjiang High-Tech Park, Pudong, Shanghai”.

The legal representative Wu Ping has signed and agreed to the above listed resolution. The above listed resolution takes effect the date when legal representative Wu Ping signed the resolution.

Signature of legal representative/Executive Director:

A handwritten signature in black ink, appearing to be the name 'Wu Ping' in Chinese characters, written in a cursive style.

Date: July 16th 2007

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Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

According to the Company’s written resolution, the Company’s Articles of association will be amended as follow”

1. Article 2 of the original Articles of Association

“Article 2

Company Name: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Legal address of the company: Room 142, Building #6, # 3000, Longdong Avenue, Zhangjiang High-Tech Park, Shanghai”

Revised as:

“Article 2

Company Name: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Legal address of the company: Building # 1, Spreadtrum Center, # 2288, Zuchongzhi Lu, Zhangjiang High-Tech Park, Pudong, Shanghai”

2. The rest of the Articles of Association remains unchanged.

Name of investing company: SPREADTRUM COMMUNICATIONS, INC

Signature of legal representative:

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD." around the perimeter and "SHANGHAI" at the bottom.

Date: July 23rd 2007

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Commercial Housing Pre-selling Contract

Party A (Seller): Shanghai Spreadtrum Real Estate Co., Ltd.
Address: Room 120, Floor #1, Building #6, #3000, Longdong Avenue
Zip Code: 201203
License Number: Qi Du Hu Pu Zong Fu Zi 318894 (Pudong)
Qualification Certificate Number: Hu Fang Di Zi Kai (Wai Zi) 0094
Legal Representative: Liu Jianguo Tel. 58968771
Authorized Agent: Wang Xiaoyong Tel. 58968773

Party B (buyer): SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.
Nationality: China Add (registered province/city): Shanghai
Individual/Company: unit Sex: Date of birth:
Add: Room 142, Building #6, # 3000, Longdong Avenue, Zhangjiang High-Tech
Park, Shanghai
Zip Code:201203
Certificate Name: Business license NO.:15000002200604180055
Tel. 50802727
Authorized/legal representative: Wu Ping Tel. 50802727
Add: Building # 1, Spreadtrum Center, #2288, Zuchongzhi Lu, Zhangjiang
High-Tech Park, Pudong, Shanghai

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On the base of equity, free will and consensus, Party A and Party B make this contract concerning Party B's buying of Party B's commercial housing pre-selling of Spreadtrum Center.

First, Party A has acquired the land-use right of land No. 1481700150005051 in Pudong New District through transfer of land-use right, and has legally registered the land-use right to get the housing property ownership certificate whose number is Pu 2005083405, with an area of 21800.00 for scientific research and commercial use.

Party A has been approved to invest and build commercial housing Spreadtrum Center (temporary name/current name) whose main body building is steel and concrete structure with 10 overground floors and 1 underground floor.

The above mentioned commercial housing has met pre-selling conditions stipulated in Methods on Shanghai Real Estate Transfer. The Shanghai Pudong New District Construction Bureau has approved its pre-selling (Pre-selling permission No. Pudong New District Housing (2006) Yu Zi 0000036).

Second, Party B buys the whole building in floor 1, #1, Spreadtrum Center, #2288, Zuzhongzhi Lu from Party A (hereinafter referred to as "the housing"). The government approves the housing for office use.

According to Party A's temporary measurement, the housing's area is 12765.42 m², of which inner building area is 12379.46 m², public area is 385.96 m² and underground area 0 m²(price details in appendix). The housing is a 42 meters high construction.

The construction design and layout are included in Contract Appendix 2. The housing's construction structure, decoration and facility standards are included in Contract Appendix 3. Relevant descriptions of the housing (mortgage and rental) are included in Contract Appendix 4, neighboring and district layout are included in Contract Appendix 6, the housing's Preliminary Property Management Service Contract, Usage Convention and relevant Letter of Commitment are included in Contract Appendix 5.

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Third, Party B buys the housing with the price of ____ RMB (BLOCK LETTERS: _____) for each square meter of housing construction area (total housing decoration price not included).

According to Party A's temporary measurement, Party B buys the housing with a temporary total price of (total housing decoration price not included) ____ RMB (BLOCK LETTERS: _____).

The housing's total decoration price is RMB _____.
BLOCK LETTERS: _____.

Fourth, Party B buys the housing with a total price (including decoration and facility described in Appendix 3) covering the housing and corresponding proportion of land-use right. The total price set in this contract should not be changed unless the housing's temporary construction area does not match its actual area.

Fifth, when the housing is turned over, the housing's construction area should be confirmed by a surveying and mapping institute recognized by the Shanghai Housing Land Resource Bureau. If Party A's temporary measurement does not match the actual area, unless otherwise stipulated by laws and regulations, it should be handled as follow:

1. refund for any overpayment or a supplemental payment for any deficiency according to the housing's price for each square meter of construction area;
2. Party A agrees that in case of deficiency over +3.00% (including 3.00%) between temporary area and actual area, Party B will not be charged for the exceeding area; Party A agrees that in case of deficiency over -3.00% (including 3.00%) between temporary area and actual area, Party B has the right to cancel the contract unilaterally. When carrying Party A's right to cancel the contract, Party B should cancel the

contract when or before the two parties sign the Housing Transfer Letter, or Party B will be considered to give up the right.

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Sixth, upon the signing of this contract, the housing's construction project has reached the phase of top out. Party B should transmit enough payment into Party A's pre-selling monitored accounts in a timely manner according to the dates agreed in the contract (pre-selling monitoring institution: Jinqiao Branch of Shanghai Pudong Development Bank, account name: Shanghai Spreadtrum Real Estate Development Co., Ltd., account number: 97360155300000076). Pre-selling payment use should be monitored according to government regulations.

Party B's means of payment and payment period should be clearly defined by the two parties in Appendix 1.

Seventh, if Party B fails to pay according to time agreed in the contract, Party B should pay a penalty due to breach of contract by 4.00/10,000 of the unpaid amount for each day. The penalty is calculated from the day after the agreed payment date to the date of actual payment. Once the delay exceeds 60 days, Party A has the right to call Party B to account according to Plan 1:

Plan 1, Party A is entitled to cancel the contract unilaterally and Party B should bear the responsibility to compensate. Compensation amount will be 3.00% of the total housing price. Party A is entitled to deduct the compensation from Party B's payment. The rest of the housing payment should be returned to Party B. If Party B's payment is not enough for compensation, Party A is entitled to recourse.

Party A should inform Party B in written manner when canceling the contract.

Plan 2,

Eighth, once the contract is signed, Party A should not make unauthorized changes to the housing's construction design (see Appendix 2). Necessary changes should have Party B's agreement and be reported to planning and management authority for approval. A contract alternation agreement should be signed with Party B within 30 days since the approval.

Party B is entitled to cancel the contract unilaterally if Party A makes any unauthorized changes to the housing's construction design.

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Ninth, Party A should not make unauthorized changes to the district layout (see Appendix 6) agreed in the contract. Necessary changes should have Party B's written

agreement.

If Party A changes the district's layout without Party B's agreement, Party B is entitled to require Party A to restore the district. If restoration is impossible, Party A should pay for 3.00% of the total housing price as penalty due to breach of contract.

Tenth, the turnover of housing should meet conditions listed in Plan 3:

Plan 1, preliminary real estate registration with property ownership certificate (the big one) for newly built commercial housing; Party A has canceled the housing's mortgage and paid for the property maintenance fund accordingly.

Plan 2, having Housing Turn-over Permission; Party A has canceled the housing's mortgage and paid for the property maintenance fund accordingly. Party A promises to apply for preliminary real estate registration and get the property ownership certificate (the big one) before the date _____. If the property ownership certificate (the big one) is not available by that day, Party B is entitled to cancel the contract unilaterally.

Plan 3, Party A has passed the inspection and got the Completion Inspection Report for Construction Project; Party A has canceled the housing's mortgage and paid for the property maintenance fund accordingly. Party A promises to apply for preliminary real estate registration and get the property ownership certificate (the big one) before the date May 31st 2007. If the property ownership certificate (the big one) is not available by that day, Party B is entitled to cancel the contract unilaterally.

Eleventh, Party A has agreed to turn over the housing to Party B on January 31st 2007 with the exception of force majeure.

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Twelfth, if Party A fails to turn over the housing to Party B within the agreed period, Party A should pay a penalty due to breach of contract by 4.00/10,000 of the unpaid amount for each day. The penalty is calculated from the day after the agreed payment date to the date of actual payment. Once the delay exceeds 60 days, Party A has the right to call Party B to account according to Plan 1:

Party A should inform Party B in written manner when canceling the contract.

Plan 2,

Thirteenth, once the housing meets turn over conditions stipulated in entry 10, Party A should inform Party B in written notice to deal with the turn over procedures 10 days before the date of turn over. Party B should check the housing with Party A within 15 days since the notice. Party B's signing of the owner contract marks the housing turn over.

During the check and turn over, Party A should show certificate documents for housing turn over as stipulated in entry 10 of the contract. Since the housing is for office use, Party A should provide Newly Built Commercial Housing Quality Guarantee and Newly Built Commercial Housing Usage Instruction to Party B. Meanwhile, Party A should provide relevant materials of actual measurement upon Party B's request.

If Party A fails to present or provide the aforementioned material, Party B is entitled to refuse accepting the housing. The responsibility of delayed turn over thus aroused should be borne by Party A.

Fourteenth, within 30 days since Party A has applied for the preliminary registration of newly built commercial housing and got the real estate property ownership certificate (the big one), Party A and Party B should sign the Housing Turn Over Letter as stipulated in this contract and the Housing Turn Over Letter will be a necessary document for the housing turn over.

Within 60 days of Party A and Party B signing the Housing Turn over Letter, the two parties should apply to Pudong New District Real Estate Trading Center for pricing report, turn over procedures and the property ownership certificate (the small one).

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Fifteenth, the housing's risks and responsibilities are transferred from Party A to Party B since the date of housing turn over. If Party B fails to check and accept the housing on time, Party B should send a written letter. If Party B fails to check and accept the housing by the date said in the letter, the housing's risks and responsibilities will be transferred to Party B since the day after the turn over date noted on the letter.

Sixteenth, Party A promises that the housing has no mortgage set by Party A by the time of turn over to Party B. Neither are there any other ownership disputes or financial disputes. If situations not matching Party A's guarantee arise after turn over, Party A takes full responsibility.

Seventeenth, the housing turned over by Party A has passed inspections. If the housing's decoration and facility standards fail to meet the standards agreed in Contract Appendix 3, Party B is entitled to require Party A to pay for 2.00 times the difference in price between actual and agreed decoration and facility. If the main body structure fails to meet standards agreed in Contract Appendix 3, Party B is entitled to cancel the contract unilaterally.

The two parties discuss and agree to assign an experienced construction project quality inspection institution in the city to resolve the disputes according to the written inspection suggestions provided by the institution.

Eighteenth, upon the housing's turn over, if Party B considers the main body structure not meeting the contract's standards, Party may assign an experienced construction project quality inspection institution in the city to measure the housing. After inspection, if the main body structure is confirmed to be not meeting standards, Party B is entitled to cancel the contract unilaterally.

Nineteenth, when Party B cancels the contract unilaterally according to the contract entries, Party B should inform Party A in written manner. Party A should return full sum of Party B's ready-paid payment (including interest, interest calculated according to the same time deposit interest rate issued by People's Bank of China) to Party B within 10 days since the written notice. Party A should bear the compensation responsibility. The compensation will be 3.00% of total housing price which should be paid when the ready-paid housing payment is returned to Party B.

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The ready-paid housing payment mentioned in the preceding entries and in the current contract includes Party B's direct payment and loan payment.

Twentieth, in accordance with the contract's agreements, if either side of Party A or Party B decide to cancel the contract, the penalty paid due to breach of contract by either party before either side cancel the contract should be deducted from the compensation.

Twenty-first, if either side disagrees with the other party's unilateral cancel of contract, the disagreeing party should confirm the cancel with the dispute resolving institution selected in accordance with entry thirty-three within 90 days since the other party's written announcement of cancel.

Twenty-second, if there is project quality problems with the housing turned over by Party A, Party B is entitled to require free restoration by Party A within the maintenance period, and Party A should pay 2.00 times the restoring fee for compensation.

The two parties agree to assign an experienced construction project quality inspection institution in the city to dissolve the other quality disputes according to the written inspection suggestions provided by the institution.

Twenty-third, since the turn over of the housing, Party A should be responsible for the housing's maintenance. The maintenance scope and maintenance period should be decided by the two parties according to the Construction Project Quality Management Treaty and Shanghai Real Estate Transfer Methods issued by the State Council as stipulated in the Contract Appendix 5.

Twenty-fourth, Party A has employed Shanghai Spreadtrum Hotel Management Co.,

Ltd. to take charge of the housing's preliminary property management and has signed the Preliminary Property Management Service Contract with the company (see Appendix 5). Since the housing is planned for office use, Party A and Party B have signed the Usage Convention for Building #1 of Spreadtrum Center (see Appendix 5).

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Twenty-fifth, the housing purchased by Party B and its corresponding land-use right are inseparable. Since the turn over of the housing's property ownership rights, the rights, obligations and responsibilities stipulated in the Land-Use Rights Transfer Contract signed by Party A and Shanghai Real Estate Land Resource Bureau have been transferred to Party B.

Twenty-sixth, the rights and benefits (housing options) enjoyed by Party B under the contract may be transferred or mortgaged legally by Party B. Party A should coordinate when Party B is fulfilling the aforementioned rights.

Twenty-seventh, any documents, replies and other relevant contracts sent by one party to the other party according to the contract should be sent in written format by registered post or direct delivery to the address as listed in the contract or to the changed address as informed by the other party via the way notified under this entry. Materials sent by registered post will be considered to reach the other party 3 days after delivery (according to the postmark date). Materials sent by direct delivery will be considered to reach the other party once it's signed by the other party.

Twenty-eighth, the taxation and other charges occur during the housing trading should be paid respectively by Party A and Party B according to relevant regulations.

Twenty-ninth, the supplementary treaties, appendix and supplementary agreements are inseparable parts of the contract. In case of difference between the supplementary treaties and agreements and the contract content, the supplementary treaties and agreements should be referred to.

Other matters uncovered in the contract and changes aroused during the fulfillment of the contract should be decided by the two parties with Alternation Agreement.

Thirtieth, Party A and Party B should be clear about each other's rights and obligations when signing the contract and should be willing to fulfill the contract stringently. If either party breaches the contract, the other party is entitled to require compensation according to the contract.

Thirty-first, the contract takes effect since it is signed by the two parties/___/___ and notarized by the notary office. The two parties have agreed that Party A will be responsible to apply to the real estate registering authority for the contract's registration procedures within 15 days since the contract takes effect. If the responsible party fails to register on time and causes losses to the other party, it should

bear the compensation responsibility.

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Thirty-second, once the contract is registered, if the contract is agreed to be canceled, the two parties should submit the written document of contract cancelling to the Pudong New District real estate registering authority for registration within 30 days since the canceling.

If Party A or Party B cancels the contract unilaterally in accordance with relevant entries in the contract, Party A or Party B should submit the other party's written delivery receipt of the cancel agreement to the real estate registering authority to register the cancelling of the contract.

Thirty-third, in case of disputes between Party A and Party B during the fulfillment of the contract, the two parties should negotiate the solution. If negotiations fail to solve the disputes, the two parties should adopt plan 1 from below to solve the dispute: (cross the option not chosen)

Plan 1, filing a case to the China Economic and Trade Arbitration Committee;

Plan 2, filing a lawsuit to the People's Court in accordance with the laws.

Thirty-fourth, the contract has one original version and _ copies, all with equal validity. Party A and Party B have 1 copy respectively. _____, _____, and _____ have 1 copy respectively.

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Application Form for Change Registration

Items	Original Content	New Content
Name		
Address		
Address Details		
Enterprise Type		
Special Type		
Business Scope		
Total Investment	1,200,000 USD	4,000,000 USD
Registered Capital	1,000,000 USD	3,000,000 USD
Legal Representative		

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Application Form for Change Registration

Items	Original Content	New Content
Operation Period	From _____ to _____	From _____ to _____
Period of Validity	From July 18 th 2001 to September 30 th 2004	From July 18 th 2001 to November 11 th 2002
Name of Investor		
Stock Ownership Transfer		
Director (Supervisor)		
Add or reduce: sub-branch/office	Original sub-branch: Original office:	○Add ○reduce __ sub-branch(es); ○Add ○reduce __ office(s)
Name of newly added sub-branches or offices and their administrative regions		
Registering Authority		
Department in Charge		
Pledge		
Others		
Reasons for applying for a new license		

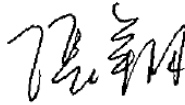
Translation for Page 23 of 76

Resolution of Executive Director

With the Executive Director's approval, the following decisions have been made to meet the business needs of Spreadtrum Communications (Shanghai) Co., Ltd.:

1. The Company's total investment increases from 1,200,000 USD to 4,000,000 USD and registered capital increases from 1,000,000 USD to 3,000,000 USD. 15% of the Company's increase of registered capital will be paid within three months since the date the business license is signed and issued and the rest will be paid within two years.
2. Amendment of the Company's Articles of Association has been approved.

Signature of Executive Director:



Spreadtrum Communications (Shanghai) Co., Ltd.
August 12th 2002

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Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

The Articles of Association will be amended as follow for the Company’s business and operation needs:

Originally in Article 8:

The Company’s total investment is 1,200,000 USD and its registered capital is 1,000,000 USD. The difference between total investment and registered capital is solved by capital increase or bank loan by the Company or interest-bearing borrowings by the investors.

Now changed to:

The Company’s total investment is 4,000,000 USD and its registered capital is 3,000,000 USD.

Originally in Article 8:

15% of the Company’s total investment and registered capital should be paid within three months since the date the business license was signed and issued and the rest should be paid within one and a half year.

Now changed to:

15% of the Company’s total investment and registered capital should be paid within three months since the date the business license was signed and issued and the rest should be paid within one and a half year. 15% of the Company’s increase of registered capital will be paid within three months since the date the business license is signed and issued and the rest will be paid within two years.

Translation for Page 25 of 76

Originally in Article 10:

Investment of the Company’s registered capital as follow:
So far 1,000,000 USD has been remitted.

Now changed to:

Investment of the Company’s registered capital as follow:
So far 3,000,000 USD has been remitted.

The other articles remain unchanged.

Signature of legal representative of investors:

Spreadtrum Communications (Shanghai) Co., Ltd.
August 12th 2002

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Application Form for Change Registration

Items	Original Content	New Content
Name		
Address		
Address Details		
Enterprise Type		
Special Type		
Business Scope		
Total Investment		
Registered Capital		
Legal Representative	Zhang Xiang	Wu Ping

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Application Form for Change Registration

Items	Original Content	New Content
Operation Period	From _____ to _____	From _____ to _____
Period of Validity	From July 18 th 2001 to September 30 th 2004	From July 18 th 2001 to November 11 th 2002
Name of Investor		
Stock Ownership Transfer		
Director (Supervisor)		
Add or reduce: sub-branch/office	Original sub-branch: Original office:	○Add ○reduce __ sub-branch(es); ○Add ○reduce __ office(s)
Name of newly added sub-branches or offices and their administrative regions		
Registering Authority		
Department in Charge		
Pledge		
Others		
Reasons for applying for a new license		

Translation for Page 28 of 76

Letter of Resignation

I hereby resign my position as Vice Executive General Manager of Spreadtrum Communication Corp., General Manager, Executive Director and Legal Representative of Spreadtrum Communications (Shanghai) Co., Ltd.

Zhang Xiang
January 30th 2004

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Letter of Assignment

The Company decides to relieve Zhang Xiang of his post as Executive Director of Spreadtrum Communications (Shanghai) Co., Ltd. and assign Wu Ping as Executive Director of Spreadtrum Communications (Shanghai) Co., Ltd. In accordance with the Articles of Association, Wu Ping will be the Legal Representative of Spreadtrum Communications (Shanghai) Co., Ltd. The assignment is effective since the date this letter of assignment is signed.

SPREADTRUM COMMUNICATIONS, INC.

Wu Ping

Chairman/CEO/President: Ping Wu

January 15th 2004

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List of documents and certificates to submit for foreign-invested companies to
change total investment amount and registered capital

Item	Name of documents and certificates
1	Application letter for changes registration of foreign-invested companies
2	Approval documents and approval certificates from the registering authority (back up copy 1)
3	Resolution of board of directors or board of shareholders
4	Amendment agreement of contract and Articles of Association
5*	Verification report
6*	Three announcement of capital decrease, debt settlement report, debt assurance certificate, property list, name list of creditors and audited balance sheet*
7	Business license (original and backup copies), enterprise information card
8	Other relevant documents and certificates

Notes:

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Item 5 is only applicable to joint stock limited partnership and financial institutions;
3. Item 6 is only applicable to capital decrease.

Original total investment	Original registered capital	New total investment			New registered capital
4,280,000 USD	3,000,000 USD	2,850,000 USD			2,000,000 USD
Investors		Way of contribution	Investment amount	Percentage	Investment Period
1 SPREADTRUM COMMUNICATION, INC.		USD Cash transmit	4,280,000 USD	100%	Within 3 months since the change of business license
2					
3					
4					

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In accordance with relevant Articles of Association, the Company's legal representative Wu Ping hereby agrees with the following written resolutions of the Company:

Given the Company's business development need, the Company plans to increase its registered capital by 2,000,000 USD.

Resolved, it is agreed that the Company increases its registered capital by 2,000,000 USD. The Company's registered capital will become 5,000,000 USD after the increase.

Resolved, the Company's increase of registered capital will be paid by once within three months since the date the license is signed and issued.

Further resolved, based on the increase of registered capital, the Company should revise its Articles of Association and apply to the Commercial Registration and Management Departments for relevant change registration.

The Legal Representative Wu Ping has signed and agreed with the above listed resolutions which will take effect since the date the Legal Representative Wu Ping signed his name.

Signature:
2004-10-06

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Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

In accordance with the Company’s written resolutions, the Articles of Association will be amended as follow:

1.

Originally in Article 8:

Article 8

The Company’s total investment is 4,280,000 USD and its registered capital is 3,000,000 USD.

Now changed to:

The Company’s total investment is 7,130,000 USD and its registered capital is 5,000,000 USD.

2.

Originally in Article 9:

Article 9

15% of the Company’s total investment and registered capital should be paid within three months since the date the business license was signed and issued and the rest should be paid within one and a half year. 15% of the Company’s increase of registered capital will be paid within three months since the date the business license is signed and issued and the rest will be paid within two years.

Now changed to:

Article 9

Company’s increase of registered capital will be paid up all at once within three months since the date the business license is signed and issued.

3.

Originally in Article 10:

Article 10

Investment of the Company’s registered capital as follow:

So far 3,000,000 USD has been remitted.

Now changed to:

Article 10

Investment of the Company’s registered capital as follow:

So far 5,000,000 USD has been remitted.

4. The rest of the Articles of Association remains unchanged.

Name of investing company: SPREADRUM COMMUNICATIONS, INC

Signature of legal representative:

Date: October 6th 2004

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List of documents and certificates to submit for foreign-invested companies to change total investment amount and registered capital

Item	Name of documents and certificates
1	Application letter for changes registration of foreign-invested companies
2	Approval documents and approval certificates from the registering authority (back up copy 1)
3	Resolution of board of directors
4	Amendment agreement of Articles of Association
5*	Verification report
6*	Three announcement of capital decrease, debt settlement report, debt assurance certificate, property list, name list of creditors and audited balance sheet*
7	Business license (original and backup copies), enterprise information card
8	Other relevant documents and certificates

Notes:

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Item 5 is only applicable to joint stock limited partnership and financial institutions;
3. Item 6 is only applicable to capital decrease.

Original total investment	Original registered capital	New total investment			New registered capital
7,130,000 USD	5,000,000 USD	14,400,000 USD			10,100,000 USD
Investors		Way of contribution	Investment amount	Percentage	Investment Period
1 SPREADTRUM COMMUNICATION, INC.		USD Cash transmit		100%	Within 3 months since the date the business license is signed and issued
2					
3					
4					

Translation for Page 34 of 76

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Written Resolutions of Executive Director

In accordance with relevant Articles of Association, the Company’s legal representative Wu Ping hereby agrees with the following written resolutions of the Company:

Given the Company’s business development need, the Company plans to increase its registered capital by 5,100,000 USD.

Resolved, it is agreed that the Company increases its registered capital by 5,100,000 USD. The Company’s registered capital will become 10,100,000 USD after the increase.

Resolved, the Company’s increase of registered capital will be paid by once within three months since the date the license is signed and issued.

Further resolved, based on the increase of registered capital, the Company should revise its Articles of Association and apply to the Commercial Registration and Management Departments for relevant change registration.

The Legal Representative Wu Ping has signed and agreed with the above listed resolutions which will take effect since the date the Legal Representative Wu Ping signed his name.

Signature of Executive Director: Wu Ping
2005-08-15

Translation for Page 35 of 76

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

In accordance with the Company’s written resolutions, the Articles of Association will be amended as follow:

1.
Originally in Article 8:
Article 8
The Company’s total investment is 7,130,000 USD and its registered capital is 5,000,000 USD.

Now changed to:
The Company’s total investment is 14,400,000 USD and its registered capital is 10,100,000 USD.

2.
Originally in Article 9:
Article 9
15% of the Company’s total investment and registered capital should be paid within three months since the date the business license was signed and issued and the rest should be paid within one and a half years. 15% of the Company’s increase of registered capital will be paid within three months since the date the business license is signed and issued and the rest will be paid within two years.

Now changed to:
Article 9
Company’s increase of registered capital will be paid up all by once within three months since the date the business license is signed and issued.

3.
Originally in Article 10:
Article 10
Investment of the Company’s registered capital as follow:
So far 5,000,000 USD has been remitted.

Now changed to:
Article 10
Investment of the Company’s registered capital as follow:
So far 10,100,000 USD has been remitted.

4. The rest of the Articles of Association remains unchanged.

Name of investing company: SPREADRUM COMMUNICATIONS, INC
Signature of legal representative: Wu Ping

Date:

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List of documents to submit for foreign-invested companies to change business scope

NO.	Document Name	Notes
1	Application letter for changes in registration of foreign-invested companies	Original document
2	Approval documents and approval documents from the registering authority (approval documents and back up copy 1)	Original document
3*	Resolutions or decisions made in accordance with the law	Original document
4	Amendment plan or amended version of articles of association signed by corporate legal representative	Original document
5	Original document and hard copy of business license and e-business license	Original document
6*	Pre-approved documents or certificates	
7	Other relevant documents	

Regulations and requirements

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one changes registration will require only one copy for the same material.
5. Regulation and requirement NO. 3 refers to resolutions or decisions made in accordance with Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures, Law of the People's Republic of China on Chinese-Foreign Cooperative Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises and Articles of association. The content of resolutions or decisions should be the same as the applied changes.
6. Regulation and requirement NO. 6 refers to pre-approved documents or hard copies of certificate or approval certificates. It is applicable to foreign-invested enterprises whose projects within the business scope are required by legal and administrative departments and the State Council to apply for approval before registration. For projects within the business scope needing approval as required by legal and administrative departments and the State Council, if they are to be revoked or their business license and other approval documents and certificates canceled, or if the documents and certificates are due to expire, changes in registration or cancellation of registration should be applied for within 30 days since the date the documents or certificates are canceled or expire.

Original Business Scope	New Business Scope
<p>developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products and supply of relevant technology consultancy and technology service;</p>	<p>developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products; wholesales, import and export, and commission agency of the above mentioned like products (except for auction); providing relevant technology consultancy and technology service (within the approved business scope)</p>

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Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Written Resolutions of Executive Director

In accordance with relevant Articles of Association, the Company’s legal representative Wu Ping hereby agrees with the following written resolutions of the Company:

Given the continuous expansion of the Company’s business scale and business scope, the Company’s original business scope fails to meet the current business development needs.

Resolution, it is agreed that the Company changes the business scope in Legal Representative’s business license;

Resolution, it is agreed that the Company changes the business scope from “developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products and supply of relevant technology consultancy and technology service;” to “developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products; wholesales, import and export, and commission agency of the above mentioned like products (except for auction); providing relevant technology consultancy and technology service (within the approved business scope) ;

Further resolution, based on the change of business scope, the Company should revise its Articles of Association and apply to the Commercial Registration and Management Departments for relevant change registration.

The Legal Representative Wu Ping has signed and agreed with the above listed resolutions which will take effect since the date the Legal Representative Wu Ping signed his name.

Signature of Legal Representative/Executive Director: Wu Ping
2007-01-08

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Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

In accordance with the Company’s written resolutions, the Articles of Association will be amended as follow:

1.
Originally in Article 6:

Article 6

Business Scope: developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products and supply of relevant technology consultancy and technology service;

Now changed to:

Business Scope: developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products; wholesales, import and export, and commission agency of the above mentioned like products (except for auction); providing relevant technology consultancy and technology service (within the approved business scope)

2. The rest of the Articles of Association remains unchanged.

Name of investing company: SPREADRUM COMMUNICATIONS, INC

Signature of legal representative: Wu Ping

Date: 2007-01-08

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List of documents to submit for foreign-invested companies to change total investment and registered capital

Item	Document Name	Notes
1	Application letter for changes registration of foreign-invested companies	Original document
2	Approval documents and approval documents from the registering authority (approval documents and back up copy 1)	Original document
3*	Resolutions or decisions made in accordance with the law	Original document
4	Amendment plan or amended version of	Original document

	articles of association signed by corporate legal representative	
5*	Capital inspection certificates provided by capital inspection institutions legally set up	Original document
6*	Newspaper sample of capital decrease announcement and debt settlement report or debt assurance certificate,	Original document
7	Original document and hard copy of business license, IC card and e-business license	Original document
8*	Other relevant documents	

Regulations and requirements

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one change in registration will require only one copy of the same material.
5. Regulation and requirement NO. 3 refers to resolutions or decisions made in accordance with Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures, Law of the People's Republic of China on Chinese-Foreign Cooperative Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises and Articles of association. The content of resolutions or decisions should be the same as the applied changes.
6. Item 5 is only applicable to capital increase. If the company's legal public loan fund is transferred into registered capital, the capital inspection certificate should state that the reserved legal public loan fund is no less than 25% of the company's registered capital before the transfer.
7. Item 6 is only applicable to capital decrease. If the company reduces registered capital, change registration should be applied for 45 days after the date the announcement is made; the reduced registered capital of the company should be no less than the legal minimum.
8. Item 8 refers to joint stock limited partnerships increasing registered capital through public offering or listed companies increasing registered capital through private placement. Approval documents provided by the securities inspection and management institutions of the State Council should also be submitted.

Original total investment	Original registered capital	New total investment	New registered capital
14,400,000 USD	10,100,000 USD	29,990,000 USD	20,100,000 USD

Investors	Investment amount	Way of contribution	Percentage	Actual investment amount	Way of contribution	Investment Time	Balance payment period
SPREADTRUM COMMUNICATION, INC.	20,100,000 USD	Cash transmit	100%	20,100,000 USD	Cash transmit	2007.4.17	

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List of documents to submit for foreign-invested companies to change actual invested capital

Item	Document Name	Notes
1	Application letter for changes registration of foreign-invested companies	Original document
2	Capital inspection certificates provided by capital inspection institutions legally set up	Original document
3	Original document and hard copy of business license, IC card and e-business license	Original document
4*	Other relevant documents	

Regulations and requirements

1. This application form should be filled with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one changes registration will require only one copy for the same material.
5. Item 4 refers to non-monetary property of investment from the shareholders. Certificates of the property transfer procedures should also be submitted.

Original invested capital		Actual invested capital	
Amount	10,100,000 USD	Amount	20,100,000 USD
		Actual paid	10,000,000 USD
Time of payment		Time of payment	2007.4.17
Way of payment		Way of payment	Cash transmit
Investment source		Investment source	From the investors
Inspection institution		Inspection institution	Shanghai Xing Zhong Certified Public Accountants CO., LTD

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Resolutions of Executive Director

In accordance with relevant Articles of Association, the Company’s legal representative Wu Ping hereby agrees with the following written resolutions of the Company:

Given the Company’s business development need, the Company plans to increase its registered capital by 10,000,000 USD.

Resolution, it is agreed that the Company increases its total investment by 15,590,000 USD. The Company’s total investment will become 29,990,000 USD after the increase. It is agreed that the Company increases its registered capital by 10,000,000 USD. The Company’s registered capital will become 20,100,000 USD after the increase. The increased part will be paid via USD cash transmit.

Resolution, 20% of the Company’s increase of registered capital will be paid since the application of license changes registration, and the balance will be paid up within two years.

Further resolution, based on the increase of registered capital, the Company should revise its Articles of Association and apply to the Commercial Registration and Management Departments for relevant change registration.

The Legal Representative Wu Ping has signed and agreed with the above listed resolutions which will take effect since the date the Legal Representative Wu Ping signed his name.

Signature of Executive Director: Wu Ping
2007-03-08

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Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

According to resolutions of the Executive Director, the Company’s Articles of association will be amended as follow”

Originally in Article 8:

The Company’s total investment is 14,400,000 USD and its registered capital is 10,100,000 USD.

Now changed to:

The Company’s total investment is 29,990,000 USD and its registered capital is 20,100,000 USD.

Originally in Article 9:

Increase of the Company’s registered capital will be paid all at once within three months since the date the business license was signed and issued.

Now changed to:

Increase of the Company’s registered capital will be paid all at once within three months since the date the business license was signed and issued. 20% of the Company’s increase of registered capital will be paid since the application of license changes registration, and the balance will be paid up within two years.

Originally in Article 10:

Investment of the Company’s registered capital as follow:
So far 10,100,000 USD has been remitted.

Now changed to:

Investment of the Company’s registered capital as follow:
So far 20,100,000 USD has been remitted.

The other articles remain unchanged.

Investor: SPREADTRUM COMMUNICATIONS, INC.

Signature of legal representative of investors:

2007-03-08

Qualification certificates or identity certificates of the regional investor bodies should be accompanied with notarized documents supplied by local authorities in compliance with specific regulations or relevant agreements.

6. Item 7 “Letter of Authorization for Delivery of Legal Documents” should be signed by the foreign investor (the authorizing party) and receiver (the authorized party) of the domestic legal document delivery. The Letter should identify the authorization for the authorized party to receive the legal documents and identify the address and contact of the authorized party. The authorized party may be a branch institution established by a foreign investor, a company to be established (in this case the authorization will take effect after the company’s establishment) or other relevant departments or individuals in China.

7. Item 8 the backup copy of business license and its hard copy should be stamped with the company’s seal.

8. Item 9 in case of equity transfer ruled by the people’s court, the people’s court’s ruling paper should be submitted.

Original investor and its stock holding percentage	New investor and its stock holding percentage	Investor type	Certificate and certificate number
Spreadtrum Communications, Inc. 100%	Spreadtrum HONG KONG LIMITED 100%	Taiwan, Hong Kong or Macau legal representative	Registration certificate NO. 1185001

List of documents to submit for foreign-invested companies to change company type

NO.	Document Name	Notes
1	Application letter for changes registration of foreign-invested companies	Original document
2	Approval documents and approval certificates from the registering authority (back up copy 1)	Original document
3*	Resolutions or decisions made in accordance with the law	Original document
4	Amendment plan or amended version of articles of association signed by corporate legal representative	Original document
5	Original document and hard copy of business license, IC card (e-business license)	Original document
6*	Other relevant documents	

Regulations and requirements

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one registration change will require only one copy of the same material.
5. Regulation and requirement NO. 3 refers to resolutions or decisions made in accordance with Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures, Law of the People's Republic of China on Chinese-Foreign Cooperative Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises and Articles of association. The content of resolutions or decisions should be the same as the applied changes.
6. If the change of company type involves change of other registered items, changes registration should be applied for and relevant documents should be submitted in accordance with relevant regulations.

Original Company Type	New Company Type
A limited liability company (wholly invested by foreign legal representative)	A limited liability company (wholly invested by Taiwan, Hong Kong or Macau legal representative)

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Resolutions of Executive Director

In accordance with relevant Articles of Association, the Company’s legal representative Wu Ping hereby agrees with the following written resolutions of the Company:

Resolution, the Company’s full sum investor Spreadtrum Communications, Inc. transfers 100% of its Company equity to Spreadtrum Hong Kong Limited.

Resolution, based on the equity transfer, the Company should revise its Articles of Association and apply to the Commercial Registration and Management Departments for relevant change registration.

The Legal Representative Wu Ping has signed and agreed with the above listed resolutions which will take effect since the date the Legal Representative Wu Ping signed his name.

Investor: Spreadtrum Hong Kong Limited
Signature of Executive Director: Wu Ping
2007-12-15

Translation for Page 46 of 76

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)

Amendment of Articles of Association

According to the Company’s written resolution, the Company’s Articles of association will be amended as follow”

1. Article 2 of the original Articles of Association

“Article 3

The company is a wholly foreign-owned enterprise. The company’s capital is invested wholly by SPREADRUM COMMUNICATIONS, INC. Wu Ping is the legal person of SPREADRUM COMMUNICATIONS, INC.”

Revised as:

“Article 3

The company is a wholly foreign-owned enterprise. The company’s capital is invested wholly by Spreadtrum Hong Kong Limited. Wu Ping is the legal person of Spreadtrum Hong Kong Limited.”

2. The rest of the Articles of Association remains unchanged.

Investor: Spreadtrum Hong Kong Limited

Signature of legal representative:

Date: 2007-12-15

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List of documents to submit for foreign-invested companies to change legal representatives

NO.	Document Name	Notes
1	Application letter for changes registration of foreign-invested companies	Original document
2*	Resolutions or decisions made in accordance with the law	Original document
3*	Resigning documents of the original legal representative and documents of tenure of the new legal representative	Original document
4	Registration form of the new legal representative	Original document
5	Approval suggestions for the legal representative	Original document
6	Original document and hard copy of business license, IC card (e-business license)	Original document
7*	Approval documents from the registering authority	Original document
8	Other relevant documents	

Regulations and requirements

1. This application form should be filled up with black or blue ink pen. The handwriting should be clear.
2. Unless otherwise noted, hard copies of the above listed documents stamped or signed by the applicant will be accepted.
3. Foreign language documents submitted should be accompanied with Chinese translations and the translations should be stamped by the translation company.
4. Application for more than one registration change will require only one copy of the same material.
5. Regulation and requirement NO. 2 refers to resolutions or decisions made in accordance with Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese-Foreign Equity Joint Ventures, Law of the People's Republic of China on Chinese-Foreign Cooperative Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises and Articles of association. The content of resolutions or decisions should be the same as the applied changes.
6. Item 3 the legal representative should be elected, appointed, assigned, designated or employed in accordance with relevant regulations of the Articles of Association.
7. Item 7 finance, security and insurance companies' change of legal representative should submit approval document from the supervision departments.

Original Legal Representative	New Legal Representative
Wu Ping	LIYOU (LEO LI)

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”)
Replacement of Executive Director and Legal Representative

Spreadtrum Communication (Shanghai) Co., Ltd. (“the Company”) is a wholly-owned limited liability company invested by SPREADTRUM HONG HONG LIMITED (the investor) and the investor decides to assign LIYOU LEO LI (US Pass Port NO. 444627494) as the Company’s executive director and legal representative. Meanwhile, the Company’s original executive director and legal representative WU PING will be replaced.

Investor: SPREADTRUM HONG HONG LIMITED

Director of Investor: LIYOU LEO LI

Signature:

Date: 2009-11-15

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Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)
Amendment of Articles of Association

According to the Company’s written resolution, the Company’s Articles of association will be amended as follow”

1. Article 3 of the original Articles of Association

“Article 3

The company is a wholly foreign-owned enterprise. The company’s capital is invested wholly by Spreadtrum Hong Kong Limited. Wu Ping is the legal person of S Spreadtrum Hong Kong Limited.”

Revised as:

“Article 3

The company is a wholly foreign-owned enterprise. The company’s capital is invested wholly by SPREADTRUM HONG HONG LIMITED. LIYOU LEO LI is the only director of SPREADTRUM HONG HONG LIMITED.”

2. The other articles remain unchanged.

Signature of Shareholder Director:

Date: 2009-11-15

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**Annual Inspection Report of Foreign-Invested Enterprises
Year 2007**

Enterprise Name: Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)

Business License NO. 310115400081290 (Pudong)

Registration Authority: Pudong New District Bureau of Shanghai Industry and
Commerce Administration

Date of Registration: 2008-05-08

Shanghai Industry and Commerce Administration

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Declaration of Relevant Illegal Conducts

- 1. Change of enterprise name without authorization or change registration;
- 2. Change of enterprise address without authorization or change registration;
- 3. Change of enterprise legal representative without authorization or change registration;
- 4. Fake registered capital for company registration;
- 5. Fake documents for company registration;
- 6. Enterprise initiators or shareholders fail to pay the investment in accordance with regulations;
- 7. Fake investment for funding foreign enterprises;
- 8. Investors retrieve or transfer company capital after enterprise establishment;
- 9. Increase or decrease of registered capital without application for changes registration;
- 10. Change of approved business scope for business activities without authorization;
- 11. Extension registration not applied for when the business period is due;
- 12. Change of shareholder or equity of limited liability company without changes registration;
- 13. Change of initiator's name or company name for limited liability company without changes registration;
- 14. The Company fails to register the following situations: amendment of Articles of Association without changes registration; changes of director, supervisor or manager; entering the settlement procedures and setting settlement group; establishment of branch company;
- 15. Forgery, alteration, rental, borrowing, transfer and sale of business license;
- 16. Establishment of branch institution without registration;
- 17. Business not started for over 6 months or shutdown for over 6 months after opening;
- 18. Pre-approved certificate and approval documents canceled, invalidated, withdrawn or invalid;
- 19. Other conducts violating industrial and commercial administrative regulations and laws.

Notes: Tick “√” the “” before each item in case of violation and describe the illegal conducts in the following box:

Specific description of the illegal conducts:

Enterprise Information

State Taxation Registering Authority	State Taxation Bureau of Shanghai
Taxation Registration NO.	310115703414699
Local Taxation Registering Authority	Local Taxation Bureau of Shanghai

Taxation Registration NO.	310115703414699
Organization and Institution Code	703414699
Deposit Bank	Zhangjiang Branch, Bank of Shanghai
Bank Account NO.	315927-00001013027
Email	Tina.dai@spreadtrum.com

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Investment Details

Total Investment	29,900,000 USD	
Registered Capital	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	20,100,000 USD
Paid-in Capital	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	20,100,000 USD
Investment due for the year 2007	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	10,000,000 USD
Actual investment due for the year 2007	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	10,000,000 USD
State-owned assets paid by the Chinese side	RMB	

Production and Operation of the Year 2007

Operation Condition (Tick “√” one of the items)	<input type="checkbox"/> Preparation	<input type="checkbox"/> Launch	<input type="checkbox"/> Shutdown	<input type="checkbox"/> Settlement
Sale (operation) income	470806913	Include: service operation income		46694928
Domestic sale volume	46694928	Include: service operation volume		
Total profit	169608036	Net profit		169608036
Loss		Total tax payment		7400624
Total assets	354307384	Include: long term investment		1000000
Total debt	170147840	Include: long term debt		28111119

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Accounting Statement of Foreign-Invested Enterprises in Shanghai (2007)
Balance Sheet

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

Monetary Unit: CNY

For the Year ended 31 December 2007

ITEM	Line No.	At the End of the Year	At the Beginning of the Year	Item	Line No.	At the End of the Year	At the Beginning of the Year
Current assets:	1			Current liabilities	47		
Currency capital	2	62,682,207.25	142,827,137.63	Short term borrowing	48		4,500,000.00
☐ Trading financial assets	3			☐ Trading financial debt	49		
#Short term investment	4			#Warrants payable	50		
Notes receivable	5			Notes payable	51	22,342.41	
Accounts Receivable	6	2,230,483.37	41,450,752.16	Accounts payable	52	9,087,588.21	11,675,255.94
Accounts Prepaid	7	121,970.00	6,400.00	Accounts prepaid	53	949,082.70	9,764,239.04
Share interest receivable	8			Employee salary payable	54		
Interest receivable	9			include: wage payable	55	1,656,420.69	1,580,891.83
Other receivables	10	1,260,390.89	1,542,518.83	welfare payable	56		
				include: bonus and welfare fund	57		
Inventory	11	19,485,006.07	19,231,938.36	Taxation payable	58		
include: raw material	12			include: tax payable	59	5,097,757.08	3,055,967.93
Inventory Products	13			Interest payable	60		
Non-current assets due within one year	14			Share interest payable	61		
Other current assets	15			Other payables	62	86,843,476.61	333,369,529.25
Total current assets	16	89,780,621.08	205,501,984.96	Non-current debt due within one year	63	5,000,000.00	
Non-current assets:	17			Other current liabilities	64		
☐ Financial assets available for sales	18			Total current liabilities	65	132,861,034.22	377,029,541.34
☐ Held-to-maturity investment	19			Non-current liabilities	66		
#Long term debt investment	20			Long term borrowing	67	25,000,000.00	30,000,000.00
☐ Long term receivables	21			Bonds payable	68		
Long term equity investment	22			Long term payables	69	3,111,119.43	
#Circulation Right for Equity Separation	23			Special payables	70		
☐ Investment real estate	24			Accrued liabilities	71	9,175,687.30	6,654,627.79
Original price of fix assets	25	182,273,603.15	157,126,127.01	☐ Deferred income tax debt	72		
Less: accumulated depreciation price	26	25,019,104.16	13,273,057.54	#Deferred taxation loan	73		
Fixed assets - net value	27	157,254,498.99	143,863,069.47	Other non-current liabilities	74		
Less: preparation for fixed assets depreciatio	28			include: special reserve fund	75		
Fixed assets net amount	29	157,254,498.99	143,863,019.47	Total non-current liabilities	76	37,286,806.73	36,654,627.79
Construction in process	30	3,410,995.90	71,550.00	Total liabilities	77		413,684,169.13
Construction material	31			Owner's equity	78		
Settlement of fixed assets	32			Paid-in capital	79	159,994,007.00	12,652,007.00
☐ Productive bio assets	33			State capital	80		
☐ Oil and gas assets	34			Collective capital	81		
Intangible assets	35	52,373,585.78	1,842,328.29	Legal representative capital	82		
include: land usage right	36			include: state-owned legal representative capital	83		
☐ Development expenditure	37			collective representative capital	84		
☐ Enterprise reputation	38			Individual capital	85		
*#Combined difference	39			Foreign-invested capital	86	159,994,007.00	82,652,001.00
Expenditure to be distributed (deferred asset)	40	4,201,083.00	266,000.00	Less: returned investment	87		
☐ Deferred income tax assets	41			Pain-in capital net amount	88		
#Deferred taxation	42	506,538.37		Capital reserves	89		
Other non-current assets (long term assets)	43	46,780,061.00	348,742.80	Less: inventory shares	90		
include: Authorized reserves assets	44			Surplus reserves	91		
Total non-current assets	45	264,526,763.04	146,391,690.56	include: legal surplus reserves	92		
				random surplus reserves	93		
				reserve fund	94		
				enterprise development fund	95		
				profit return investment	96		
				☐ General risk preparation	97		
				*#Unconfirmed investment loss (marked by "-")	98		
				Undistributed profit	99	24,165,536.19	-144,442,500.61
				include: cash share interest	100		
				*Difference amount for foreign currency statement	101		
				Total owner's equity belonging to the head compa	102		
				*Minority owner's equity	103		
				Total owner's equity	104		
				#Less: capital loss	105		
				Total owner's equity (except for capital loss)	106	184,159,543.17	-61,790,499.61
Total assets	46	354,307,384.12	351,893,675.52	Total liabilities and total owner's equity	107	354,307,384.12	351,893,675.52

Notes: items marked by "" are exclusively used for combined accounting statement; items marked by "☐" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items; items marked by "*" are exclusively used for enterprises using enterprise accounting system. Enterprises using new accounting standards should not fill in the items.

Accounting Statement of Foreign-Invested Enterprises in Shanghai (2007)
PROFIT STATEMENT

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

For the year 2007

Monetary Unit: CNY

ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT	ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT
Total business revenue	1	470,806,913.92	333,615,334.97	Others	19		
include: business revenue	2			Add: value change gains (loss marked by "-")	20		
include: main business revenue	3			Investment gains (loss marked by "-")	21	7,035,134.83	33,631,604.52
Other business revenue	4			include: investment gain in joint enterprises	22		
Total business cost	5			Business profit (loss marked by "-")	23	167,405,682.36	-33,240,611.75
include: business cost	6			Add: non-business income	24	52,309.35	91,341.05
include: main business cost	7	108,368,748.39	255,356,366.41	include: non-current assets settlement gains	25		
Other business cost	8	244,472.25		Gains from assets exchange (non-monetary)	26		
Business tax and others	9	2,682,318.24	3,362,516.15	Government subsidies	27	342,000.00	
Sales expenditure	10	5,669,688.90		Gains from debt restruction	28		
Management expenditure	11	203,336,140.96	118,163,506.61	Less: non-business spending	29	213,208.81	267,214.62
include: business reception expense	12	806,741.76		include: non-current assets settlement loss	30		298,299.92
Research and development	13	139,584,116.44		Loss from assets exchange (non-monetary)	31		
Financial expenditure	14	-11,005,976.03	-7,026,442.55	Loss from debt restruction	32		
include: interest spending	15			Total profit (loss marked by "-")	33	168,101,498.41	-33,264,841.02
Interest income	16			Less: income tax expenditure	34	-506,538.37	53,214,804.63
Currency exchange net loss	17			Add: *#uncomfirmed investment loss	35	2,827,137.63	89,612,333.00
△Assets decrease loss	18			Net profit (loss marked by "-")	36	168,608,036.78	-33,264,841.02

Notes: items marked by "*" are exclusively used for combined accounting statement; items marked by "△" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items.

Accounting Statement of Foreign-Invested Enterprises in Shanghai (2007)
Cash Flow Statement

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

Monetary Unit: CNY

For the year 2007

ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT	ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT
Business cash flows	1			Cash paid by subsidiaries and other	21		
Cash income from sales of products and labor service	2	501,212,024.37	432,262,147.38	Cash paid for other relevant investment activities	22		
Taxation returned	3			Total investment cash flows	23	127,035,134.83	33,631,604.52
Cash income from other business activities	4	282,127.44	9,359,170.51	Cash flows caused by investment-net amount	24	-127,035,134.83	-33,631,604.52
Total business cash in flow	5	501,494,151.81	441,621,317.89	Cash flows caused by fund raising	25		
Purchase of products and cash paid for labor service	6	392,341,262.76	285,149,739.07	Cash gained for attracting investment	26	77,342,000.00	
Cash paid to and for the employees	7	139,096,410.05	67,159,200.10	include: cash gain by minority investment	27		
Various taxes paid	8	5,081,695.65	921,976.84	Cash gained from borrowing	28	5,000,000.00	13,500,000.00
Cash paid for other business activities	9	644,472.25		Cash gained from other relevant financing activities	29		
Total business cash out flow	10	537,163,840.71	353,230,916.71	Total cash flows from financing	30	82,342,000.00	
Business cash flows-net amount	11	-35,669,688.90	88,390,401.13	Cash paid for debt	31	9,500,000.00	
Cash flows from investment	12			Cash paid for dividend or interest	32	180,000.00	14,700,000.00
Cash income from investment returned	13			include: paid for minority shareholders	33		398,299.92
Cash income from acquired investment gains	14			Cash paid for other relevant fund raising activities	34		
Cash net amount from fixed, intangible and other assets	15			Total cash flows from fund raising	35	9,680,000.00	15,098,299.92
Cash net amount from subsidiaries and other	16			Net amount of cash flows from fund raising	36	72,662,000.00	-15,098,299.92
Cash income from other investment activities	17			Change of exchange rate's impact	37	9,897,893.35	54,307.89
Total investment activity cash flow	18			Net increase of cash and cash equivalents	38	80,144,930.38	53,214,804.63
Cash paid for fixed, intangible and other long term assets	19	126,035,134.83	33,631,604.52	Add: cash at the beginning of the year	39	142,827,137.63	89,612,333.00
Cash paid for investment	20	1,000,000.00		Cash by the end of the year	40	62,682,207.25	142,827,137.63

Accounting Statement of Foreign-Invested Enterprises in Shanghai (2007)
STATEMENT OF CHANGES IN OWNERS' EQUITIES

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

Monetary Unit: CNY

For the year 2007

ITEM	LINE NO	PAID-IN CAPITAL	CAPITAL RESERVES	LESS: INVENTOR Y STOCK	SURPLUS RESERVES	GENERAL RISK PREPERATION	UNDISTRIBUTE D PROFIT	OTHERS	MINORITY SHAREHOLDERS' EQUITY	TOTAL OWNERS' EQUITY
Balance by the end of last year	1	82,652,007.00								
add: changes of accounting policies	2									
Correction of previous mistakes	3									
Balance at the beginning of the year	4	82,652,007.00								
Increase or decrease of amount (decrease marked by "-")	5									
Net profit	6									
Gains and loss directly calculated as owners' equities	7									
1. Changes of salable financial assets-net amount	8									
2. Impact of other changes of owners' equities under Equity Metho	9									
3. Income tax impact concerning owners' equities	10									
4. Others	11									
Net profit and gains and loss directly calculated as owners' equitie	12									
Owner investment and capital decrease	13									
1. Owner investment capital	14	77,342,000.00								
2. Amount of share payment calculated as owners' equities	15									
3. Others	16									
Profit distribution	17									
1. Drawing surplus reserves	18									
2. Distribution to owners or shareholders	19									
including: profit to hand in by state-owned enterprises	20									
General share interest	21									
General share interest transferred for share capital	22									
Others	23									
Internal transfer of owners' equities	24									
1. Capital public reserves transferred into capital	25									
2. Surplus reserves transferred into capital	26									
3. Surplus reserves offsetting loss	27									
4. Others	28									
Balance by the end of the year	29	159,994,007.00								

Accounting Statement of Foreign-Invested Enterprises in Shanghai(2007)

STATEMENT OF PAYABLE PAYMENT

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

Monetary Unit: CNY

For the year 2007

ITEM	LINE NO	AMOUNT	ITEM	LINE NO	AMOUNT	ITEM	LINE NO	AMOUNT
Value-added tax	1		Import and export customs duties paid this year	37		Payable amount of the year	73	
Amount not paid at the beginning of the year	2	2,351,824.42	Import and export customs duties paid this year	38		Basic endowment insurance	74	
Payable amount of the year	3	1,470,659.73	Corporate income tax	39		Amount not paid at the beginning of the year	75	
Paid amount of the year	4	3,822,474.15	Amount not paid at the beginning of the year	40		Payable amount of the year	76	7,934,916.30
Amount not paid by the end of the year	5		Payable amount of the year	41		Paid amount of the year	77	7,934,916.30
Consumption tax	6		Paid amount of the year	42		Amount not paid by the end of the year	78	
Amount not paid at the beginning of the year	7		Amount not paid by the end of the year	43		Basic medical insurance	79	
Payable amount of the year	8		Other taxes	44		Amount not paid at the beginning of the year	80	
Paid amount of the year	9		Amount not paid at the beginning of the year	45		Payable amount of the year	81	3,526,598.10
Amount not paid by the end of the year	10		Payable amount of the year	46		Paid amount of the year	82	3,526,598.10
Business tax	11		Paid amount of the year	47		Amount not paid by the end of the year	83	
Amount not paid at the beginning of the year	12	-2,820,851.79	Amount not paid by the end of the year	48		Industrial injury insurance	84	
Payable amount of the year	13	2,648,118.27	Financial allocation	49		Amount not paid at the beginning of the year	85	
Paid amount of the year	14	3,578,149.90	Balance at the beginning of the year	50		Payable amount of the year	86	185,492.70
Amount not paid by the end of the year	15	-890,820.16	Allocation of the year	51		Paid amount of the year	87	185,492.70
Resource tax	16		Spending of the year	52		Amount not paid by the end of the year	88	
Amount not paid at the beginning of the year	17		Balance of the year	53		Maternity insurance	89	
Payable amount of the year	18		Price difference of reserved grains and oil	54		Amount not paid at the beginning of the year	90	
Paid amount of the year	19		Amount not paid at the beginning of the year	55		Payable amount of the year	91	705,486.00
Amount not paid by the end of the year	20		Payable amount of the year	56		Paid amount of the year	92	705,486.00
Urban maintenance and construction tax)	21		Paid amount of the year	57		Amount not paid by the end of the year	93	
Amount not paid at the beginning of the year	22		Amount not paid by the end of the year	58		Special petrol oil gains	94	
Payable amount of the year	23		Budget compensation and loss subsidies	59		Payable amount of the year	95	
Paid amount of the year	24		Amount not paid at the beginning of the year	60		Paid amount of the year	96	
Amount not paid by the end of the year	25		Payable amount of the year	61		Supplementary material	97	
Education expenditure and others	26		Paid amount of the year	62		Total payable taxes of the year	98	4,118,778.00
Amount not paid at the beginning of the year	27		Amount not paid by the end of the year	63		Total paid taxes of the year	99	7,400,624.05
Payable amount of the year	28		Gains from state-owned capital	64		Total endowment insurance paid	100	
Paid amount of the year	29		Amount not paid by the end of the year	65		Total medical insurance paid	101	
Amount not paid by the end of the year	30		Budget compensation and loss subsidies	66		Export tax rebate	102	
Agricultural and livestock taxes	31		Amount not paid at the beginning of the year	67		Export volume (USD)	103	26,755.00
Amount not paid at the beginning of the year	32		Payable amount of the year	68		Export tax rebate of the previous years	104	
Payable amount of the year	33		Unemployment insurance	69		Export tax rebate due this year	105	
Paid amount of the year	34		Amount not paid by the end of the year	70		Export tax rebate received this year	106	
Amount not paid by the end of the year	35		Budget compensation and loss subsidies	71		Export tax rebate balance of the year	107	23,095.56
Customs duties	36		Amount not paid at the beginning of the year	72		Taxable income	108	

Accounting Statement of Foreign-Invested Enterprises in Shanghai(2007)
STATEMENT OF SUPPLEMENTARY MATERIAL FOR FINANCIAL INDEX

Prepared by: Spreadtrum Communications (Shanghai) Co. Ltd.

Monetary Unit: CNY

For the year 2007

ITEM	LINE NO	AMOUNT OF THE YEAR	AMOUNT OF LAST YEAR	ITEM	LINE NO	AMOUNT OF THE YEAR	AMOUNT OF LAST YEAR
Enterprise basic index	1			Others	38		
Number of enterprises compiled	2			Housing reserves paid	39		
including: number of product export enterprise	3			Venue use expenditure paid	40		
number of advanced technology enterprise	4			Sea use expenditure paid	41		
number of hi-tech enterprise	5			Land transferring fees paid	42		
number of enterprises having paid the income tax	6			Total actual wage	43	89,769,060.10	45,300,254.59
Total contract investment	7			including: total actual wage of foreign employees	44		
including: planned foreign-invested amount	8			Annual average employee number	45		
total paid-in investment	9			including: number of foreign employees	46		
including: paid-in foreign-invested amount	10			Annual average wage	47	124,161.99	78,646.07
Registered capital	11	159,994,007.00	82,652,007.00	including: annual average wage for Chinese employees	48		
including: the foreign side	12	159,994,008.00	82,652,008.00	annual average wage for foreign employees	49		
Total import and export amount	13			Profit distribution index	50		
including: total import amount	14			Net profit (loss marked by "-")	51	168,608,036.78	-33,264,841.02
total export amount	15			add: 1. undistributed profit at the beginning of the year	52		
Customs duties paid	16			2. other adjustment factors	53		
Value added tax paid	17			Distributable profit	54	211,165,536.17	-144,442,500.61
including: import link value added tax	18			less:1. drawing legal public reserves	55		
Consumption tax paid	19			2. drawing bonus and welfare funds	56		
including: import link consumption tax	20			3. drawing deposit fund	57		
Business tax paid	21			4. drawing enterprise development fund	58		
Corporate income tax paid	22			5. profit returned to investment	59		
Individual income tax paid	23			6. others	60		
Other taxes paid	24			Distributable profit for investors	61	24,165,536.17	-144,442,500.61
including: land value added tax	25			less: 1. payable preference share interest	62		
???	26			including: payable amount to the Chinese side	63		
stamp tax	27			?????	64		
contract tax	28			2. drawing random public reserves	65		
urban and country land use tax	29			3. payable ordinary shares interest	66		
others	30			including: payable amount to the Chinese side	67		
Total taxes paid	31			payable amount to the foreign side	68		
Various social insurance for Chinese employees paid	32			4. ordinary shares transferred into capital	69		
including: endowment insurance	33	7,934,916.30		including: payable amount to the Chinese side	70		
medical insurance	34	3,526,598.10		payable amount to the foreign side	71		
unemployment insurance	35	705,486.00		5. others	72		
industrial injury insurance	36	185,492.70		Undistributed profit	73	24,165,536.17	-144,442,500.61
maternity insurance	37	705,486.00					

Notes: ①number of enterprises compiled: fill in "1" according to enterprise type; ② Various taxes paid should be the actual paid amount.

Accounting Statement of Foreign-Invested Enterprises in Shanghai(2007)
Statement of Preparation for Capital Increase
For the Year ended 31 December 2007

Prepared by:

Monetary Unit: CNY

ITEM	LINE NO	BOOK BALANCE AT THE BEGINNING OF YEAR	CALCULATED AND DRAWN AMOUNT OF THE YEAR	TRANSFER BACK	TRASFERRED SALES	TOTAL	BOOK BALANCE BY THE END OF YEAR	ITEM	LINE NO	BALANCE BY THE END OF YEAR
COLUMN	0	1	2	3	4	5	6	Supplementary material		7
1. Bad debt preparation	1							1. Assets loss to be handled	18	
2. #Short term investment depreciation preparation	2							5:43 PM	19	
3. Inventory depreciation preparation	3	-7,438,580.95	-17,745.30	17,745.30		17,745.30	-7,420,835.65	i. Current assets loss to be handled	20	
4. ^Salable financial assets depreciation preparation	4							including: bad debt loss	21	
5. ^Held-to-maturity investment depreciation preparation	5							inventory loss	22	
6. Long term equity investment depreciation preparation	6							short term investment loss	23	
7. #Long term credit right investment depreciation preparat	7							ii. Fix assets loss to be handled	24	
8. ^Investment housing real estate depreciation preparatio	8							including: fix assets inventory shortage	25	
9. Fix assets depreciation preparation	9							fixed assets damaged or discarded	26	
10. ^Project material depreciation preparation	10							fixed assets inventory overage	27	
11. Project in progress depreciation preparation	11							iii. Long term investment loss	28	
12. ^Productive bio assets depreciation preparation	12							iv. Intangible assets loss	29	
13. ^Oil and gas assets depreciation preparation	13							v. Project in progress loss	30	
14. Intangible assets depreciation preparation	14							vi. Assigned loan loss	31	
15. ^Enterprise reputation depreciation preparation	15							2. Policy-related loss	32	
16. Other depreciation preparation	16							3. Loss handled for the previous year	33	
Total	17							including: previous loss in current year gains and loss		

Notes: Items marked by "^" are for enterprises adopting new accounting standards. Other enterprises should not fill in the items. Items marked by "#" are for enterprises adopting Enterprise Accounting System. Enterprises using new accounting standards should not fill in the items.

**Annual Inspection Report of Foreign-Invested Enterprises
For the Year 2008**

Enterprise Name: Spreadtrum Communications (Shanghai) Co., Ltd. (“the Company”)

Business License No. 310115400081290

Registration Authority: Pudong New District Bureau of Shanghai Industry and Commerce Administration

Date of Registration: 2009-05-18

Shanghai Industry and Commerce Administration

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Enterprise Information

State Taxation Registering Authority	State Taxation Bureau of Shanghai
Taxation Registration NO.	310115703414699
Local Taxation Registering Authority	Local Taxation Bureau of Shanghai
Taxation Registration NO.	310115703414699
Organization and Institution Code	703414699
Deposit Bank	Zhangjiang Branch, Bank of Shanghai
Bank Account NO.	315927-00001013027
Email	Tina.dai@spreadtrum.com

Investment Details

Total Investment	29,900,000 USD	
Registered Capital	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	20,100,000 USD
Paid-in Capital	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	20,100,000 USD
Investment due for the year 2008	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	USD
Actual investment due for the year 2008	Paid by the Chinese Investor	USD
	Paid by the Foreign Investor	USD
State-owned assets paid by the Chinese side	RMB	

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Production and Operation of the Year 2008 (Unit: RMB)

Operation Condition (Tick "√" one of the items)	<input type="checkbox"/> Preparation	<input checked="" type="checkbox"/> Launch	<input type="checkbox"/> Shutdown	<input type="checkbox"/> Settlement
Sale (operation) income	444685481	Include: service operation income		
Domestic sale volume		Include: service operation volume		
Total profit	19923512	Net profit		19923512
Loss		Total tax payment		307967
Total assets	703799325	Include: long term investment		6000000
Total debt	499716270	Include: long term debt		1601087

Certificate of assigned representative or agent for annual inspection

Assigned representative or agent for annual inspection: Wu Meijuan Tel. 51320410

Assigned for: Enterprise annual inspection procedures for the year 2008

- include annual inspection of branches
- not include



It is hereby confirmed and promised that the annual inspection report does not include fake content. The submitted financial report and other documents are authentic and valid. I am willing to bear the legal and relevant responsibilities aroused by false information.

Signature of legal representative:

Enterprise Seal:

2009-05-01

Translation for Page 63 of 76

Accounting Statement of Foreign-Invested Enterprises in Shanghai (2008)

Balance Sheet

Prepared by: Spreadtrum Communications (Shanghai) Co., Ltd.

For the Year ended 31 December 2008

Monetary Unit: CNY

ITEM	LINE NO.	At End of the Year	At Beginning of the Year	ITEM	LINE NO.	At End of the Year	At Beginning of the Year
Current assets:	1			Current liabilities:	47		
Cash	2	329,315,587.83	62,682,207.25	Short term borrowing	48	25,000,000.00	
△Trading financial assets	3			△Trading financial debt	49		
#Short term investment	4			#Warrants payable	50		
Notes receivable	5			Notes payable	51		22,342.41
Share interest receivable	6			Accounts payable	52	54,883,089.87	9,087,588.21
Interest receivable	7			Accounts prepaid	53	3,424,008.16	949,080.70
Accounts receivable	8	39,185,186.16	2,230,483.37	Employee salary payable	54	20,881,867.77	1,656,420.69
Other receivables	9		1,260,390.89	including: wage payable	55		
Accounts prepaid	10	98,871.98	121,970.00	welfare payable	56		
Inventory	11	56,442,838.60	19,485,006.07	including: bonus and welfare fund			
including: raw material	12			Taxation payable	57	2,527,314.05	5,037,757.08
Inventory Products	13			including: tax payable	58		
Non-current assets due within one year	14			Interest payable	59		
Other current assets	15	25,476,408.25	4,000,563.50	Share interest payable	60		
Total current assets	16	450,518,892.82	89,780,621.08	Other payables	61	378,719,304.32	86,843,476.61
Non-current assets:	17			Non-current debt due within one year	62		
△Financial assets available for sales	18			Other current debt	63	12,679,598.58	38,440,055.82
△Held-to-maturity investment	19			Total current liabilities	64	498,115,182.75	142,036,721.52
#Long term debt investment	20			Non-current debt:	65		
△Long term receivables	21			Long term borrowing	66		25,000,000.00
Long term equity investment	22	6,000,000.00	1,000,000.00	Bonds payable	67		
#Circulation Right for Equity Separation	23			Long term payables	68	1,601,087.20	3,111,119.43
△Investment real estate	24			Special payables	69		
Original price of fix assets	25	203,594,978.45	182,273,603.15	Predicted debt	70		
Less: accumulated depreciation price	26	41,657,610.83	25,019,104.16	△Deferred income tax debt	71		
Fixed assets net value	27	161,937,367.62	157,254,498.99	#Deferred taxation loan	72		
Less: preparation for fix assets value decrease	28			Other non-current debt	73		
Fixed assets net amount	29	161,937,367.62	157,254,498.99	including: special reserve fund	74		
Construction in process	30		2,410,995.90	Total non-current liabilities	75	1,601,087.20	28,111,119.43
Construction material	31			Total liabilities	76		
Settlement of fixed assets	32			Owner's equity:	77		
△Productive bio assets	33			Paid-in capital	78	159,994,007.00	159,994,007.00
△Oil and gas assets	34			State capital	79		
Intangible assets	35	18,885,716.74	52,373,585.78	Collective capital	80		
including: land usage right	36			Legal representative capital	81		
△Development expenditure	37			including: state-owned legal representative capital	82		
△Enterprise reputation	38			collective representative capital	83		
#* Combined difference	39			Individual capital	84		
Long-term expenditure to be distributed (deferred assets)	40		4,201,083.00	Foreign-invested capital	85	159,994,007.00	159,994,007.00
△Deferred income tax assets	41	6,141,617.61	506,538.37	Less: returned investment			
#Deferred taxation	42			Pain-in capital net amount			
Other non-current assets(Other long term assets)	43	60,315,730.16	46,780,061.00	Capital reserves	86		
including: Authorized reserves assets	44			Less: inventory shares	90		
Total non-current assets	45	253,280,432.13	264,526,763.04	Surplus reserves	91		
				including: legal surplus reserves	92		
				random surplus reserves	93		
				reserve fund	94		
				enterprise development fund	95		
				profit return investment	96		
				*#Unconfirmed investment loss (marked by "-")	97		
				Undistributed profit	98	44,089,048.00	24,165,536.17
Total assets	46	703,799,324.95	354,307,384.12	including: cash share interest	99		
				*Difference amount for foreign currency statement	100		
				Total owner's equity belonging to head company	101		
				*Minority owner's equity	102		
				Total owner's equity	103	204,083,055.00	184,159,543.17
				#Less: capital loss	104		
				Total owner's equity (except for capital loss)	105		
				Total debt and total owner's equity	106	703,799,324.95	354,307,384.12

Notes: items marked by "*" are exclusively used for combined accounting statement; items marked by "△" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items; items marked by "" are exclusive

Accounting Statement of Foreign-Invested Enterprises in Shanghai (2008)

Profit Statement

Prepared by: Spreadtrum Communications (Shanghai) Co., Ltd.

For the year 2008

Monetary Unit: CNY

ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT	ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT
1. Total revenue	1	444,685,481.02	470,806,913.92	add: Gains from value changes (loss is "-")	20		
including: business revenue	2	444,685,481.02	470,806,913.92	Investment gains (loss is "-")	21		
including: main business revenue	3	444,685,481.02	470,806,913.92	including: Investment gain in joint enterprises	22		
other business revenue	4			3. Operating profit (loss marked by "-")	23	10,108,537.61	167,405,682.36
2. Total cost of goods sold	5	434,576,943.41	303,401,231.56	Add: Non-business income	24	4,424,541.33	909,024.86
including: business cost	6	181,106,199.89	108,368,748.39	including: Non-current assets settlement gains	25		
including: main business cost	7	181,106,199.89	108,368,748.39	Gains from trading assets (trading gains)	26		
other business cost	8			Government subsidies	27	370,137.77	856,715.51
Business tax and others	9	307,967.21	2,682,318.64	Gains from debt restructuring	28		
Sales expenditure	10	28,395,628.24		Less: non-business spending	29	1,151,466.78	213,208.81
Management expenditure	11	243,492,159.90	203,356,140.96	including: non-current assets settlement loss	30	651,466.78	
including: business reception expenditure	12	1,137,879.76	806,741.76	Loss from trading assets (trading loss)	31		
research and development	13			Loss from debt restructuring	32		
Financial expenditure	14	-18,725,011.83	-11,005,976.03	4. Total profit (loss marked by "-")	33	13,205,612.16	168,101,498.41
including: interest expense	15	749,800.52		Less: income tax expenditure	34	-6,717,899.67	-506,538.37
interest income	16	-7,643,484.01		Add: *#unconfirmed investment loss	35		
currency exchange net loss (loss is "-")	17	-11,831,328.34		5. Net profit (loss marked by "-")	36	19,923,511.85	168,608,036.78
△Assets gain or loss	18			Less:*Minority shareholders' loss and gain	37		
Others	19			6. Net profit belonging to the head company owner	38		

Notes: items marked by "***" are exclusively used for combined accounting statement; items marked by "△" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items; items marked by "*" are exclusive

SHANGHAI XING ZHONG CERTIFIED PUBLIC ACCOUNTANTS CO., LTD
AUDIT REPORT

Xing Shen Wai Zi (2009) NO. 0118

Spreadtrum Communications (Shanghai) Co., Ltd.

We all audited the attached financial report of Spreadtrum Communications (Shanghai) Co., Ltd. (hereinafter referred to as the Company) including the Balance Sheet as of December 31st 2008, the Income Statement, the Statement Cash Flows of the year 2008 and the financial report's explanatory notes.

1. The management department's responsibility for the financial report

It is the Company's management department's responsibility to compile the financial report in accordance with Enterprise Accounting Standards and the Enterprise Accounting System. Such responsibility include: (1) design, implement and maintain the financial report's compiling and relevant internal control so that the financial report is free from major mistake caused by embezzlement or mistakes; (2) select and use appropriate accounting policy; (3) have reasonable accounting estimation.

2. The registered accountant's responsibility

Our responsibility lies in expressing audition suggestions on the financial report based on the current audition. We have conducted the audition in accordance with registered accountant audition standards in China. The registered accountant audition standards in China require us to plan and implement audition with respect to the professional ethics so as to achieve a reasonable guarantee of whether or not the financial report involves major mistakes.

The audition involves implementation of audition procedures to acquire audition evidence for relevant amounts and exposures in the financial report. The audition procedures chosen depend on the registered accountant's judgment, including risk assessment for major mistakes in the financial report caused by embezzlement or mistakes. During the risk assessment, we consider the financial report's compiling and the relevant internal control to design appropriate audition procedures, but the goal is not to express audition suggestions on the internal control's effectiveness. The audition also includes assessing the appropriateness of the management department's policy choice and the rationality of their accounting estimation, as well as the general list of the financial report.

We believe that our audition evidences are adequate and appropriate, forming a base for the audition suggestions.

3. Audition Suggestions

We believe that the Company's financial report has been compile in accordance with enterprise Accounting Standards and the Enterprise Accounting System, which has impartially reflected all the major aspects concerning the Company's financial

condition as of December 31st 2008 and operation result and cash flows of the year 2008.

4. Statement of Major Events

Other current assets include 19,122,291.13 RMB worth of value-added input tax. We believe the item should be listed as due taxation.

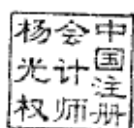
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Attachment:

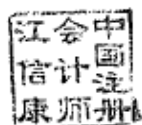
1. the Company's Balance Sheet as of December 31st 2008
2. the Company's Annual Income Statement of the year 2008
3. the Company's Annual Statement of Cash Flows of the year 2008
4. Explanatory notes of the Company's Annual Accounting Report
5. the Company's Adjusted Statement of Due Taxable Income

SHANGHAI XING ZHONG CERTIFIED PUBLIC ACCOUNTANTS CO., LTD

Chinese registered accountant:



Chinese registered accountant:



Shanghai China

Date of report: 2009-03-10

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BALANCE SHEET

Prepared by: Spreadtrum Communications (Shanghai) Co., Ltd.

For the Year ended 31 December 2008

Monetary Unit: CNY

ITEM	LINE NO.	At End of the Year	At Beginning of the Year	ITEM	LINE NO.	At End of the Year	At Beginning of the Year
Current assets:	1			Current liabilities:	47		
Cash	2	329,315,587.83	62,682,207.25	Short term borrowing	48	25,000,000.00	
△Trading financial assets	3			△Trading financial debt	49		
#Short term investment	4			#Warrants payable	50		
Notes receivable	5			Notes payable	51		22,342.41
Share interest receivable	6			Accounts payable	52	54,883,089.87	9,087,588.21
Interest receivable	7			Accounts prepaid	53	3,424,008.16	949,080.70
Accounts receivable	8	39,185,186.16	2,230,483.37	Employee salary payable	54	20,881,867.77	1,656,420.69
Other receivables	9		1,260,390.89	including: wage payable	55		
Accounts prepaid	10	98,871.98	121,970.00	welfare payable	56		
Inventory	11	56,442,838.60	19,485,006.07	Taxation payable	57	2,527,314.05	5,037,757.08
including: raw material	12			including: tax payable	58		
Inventory Products	13			Interest payable	59		
Non-current assets due within one year	14			Share interest payable	60		
Other current assets	15	25,476,408.25	4,000,563.50	Other payables	61	378,719,304.32	86,843,476.61
Total current assets	16	450,518,892.82	89,780,621.08	Non-current debt due within one year	62		
Non-current assets:	17			Other current liabilities	63	12,679,598.58	38,440,055.82
△Financial assets available for sales	18			Total current liabilities	64	498,115,182.75	142,036,721.52
△Held-to-maturity investment	19			Non-current debt:	65		
#Long term debt investment	20			Long term borrowing	66		25,000,000.00
△Long term receivables	21			Bonds payable	67		
Long term equity investment	22	6,000,000.00	1,000,000.00	Long term payables	68	1,601,087.20	3,111,119.43
#Circulation Right for Equity Separation	23			Special payables	69		
△Investment real estate	24			Predicted debt	70		
Original price of fix assets	25	203,594,978.45	182,273,603.15	△Deferred income tax debt	71		
Less: accumulated depreciation price	26	41,657,610.83	25,019,104.16	#Deferred taxation loan	72		
Fixed assets net value	27	161,937,367.62	157,254,498.99	Other non-current debt	73		
Less: preparation for fix assets value decrease	28			including: special reserve fund	74		
Fixed assets net amount	29	161,937,367.62	157,254,498.99	Total non-current liabilities	75	1,601,087.20	28,111,119.43
Construction in process	30		2,410,995.90	Total liabilities	76		
Construction material	31			Owner's equity:	77		
Settlement of fixed assets	32			Paid-in capital	78	159,994,007.00	159,994,007.00
△Productive bio assets	33			State capital	79		
△Oil and gas assets	34			Collective capital	80		
Intangible assets	35	18,885,716.74	52,373,585.78	Legal representative capital	81		
including: land usage right	36			including: state-owned legal representative capital	82		
△Development expenditure	37			collective representative capital	83		
△Enterprise reputation	38			Individual capital	84		
#*Combined difference	39			Foreign-invested capital	85	159,994,007.00	159,994,007.00
Long-term expenditure to be distributed (deferred assets)	40		4,201,083.00	Capital reserves	86		
△Deferred income tax assets	41	6,141,617.61	506,538.37	Less: inventory shares	87		
#Deferred taxation	42			Surplus reserves	88		
Other non-current assets(Other long term assets)	43	60,315,730.16	46,780,061.00	△General risk preparation	89		
including: Authorized reserves assets	44			*#Unconfirmed investment loss (marked by "-")	90		
Total non-current assets	45	253,280,432.13	264,526,763.04	Undistributed profit	91	44,089,048.00	24,165,536.17
				including: cash share interest	92		
				*Difference amount for foreign currency statement	93		
				Total owner's equity belonging to the head company	94		
				*Minority owner's equity	95		
				Total owner's equity	96	204,083,055.00	184,159,543.17
				#Less: capital loss	97		
				Total owner's equity (except for capital loss)	98		
Total assets	46	703,799,324.95	354,307,384.12	Total liabilities and total owner's equity	99	703,799,324.95	354,307,384.12

Notes: items marked by "" are exclusively used for combined accounting statement; items marked by "△" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items; items marked by "*" are exclusively used for enterprises using enterprise accounting system. Enterprises using new accounting standards should not fill in the items.

PROFIT STATEMENT

Prepared by: Spreadtrum Communications (Shanghai) Co., Ltd.

For the year 2008

Monetary Unit: CNY

ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT	ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT
1. Total revenue	1	444,685,481.02	470,806,913.92	including: Investment gain in joint enterprises	22		
including: business revenue	2	444,685,481.02	470,806,913.92	3. Operating profit (loss marked by "-")	23	10,108,537.61	167,405,682.36
including: main business revenue	3	444,685,481.02	470,806,913.92	Add: Non-business income	24	4,424,541.33	909,024.86
other business revenue	4			including: Non-current assets settlement gains	25		
2. Total cost of goods sold	5	434,576,943.41	303,401,231.56	Gains from trading assets (trading gains)	26		
including: business cost	6	181,106,199.89	108,368,748.39	Government subsidies	27	370,137.77	856,715.51
including: main business cost	7	181,106,199.89	108,368,748.39	Gains from debt restructuring	28		
other business cost	8			Less: non-business spending	29	1,151,466.78	213,208.81
Business tax and others	9	307,967.21	2,682,318.64	including: non-current assets settlement loss	30	651,466.78	
Sales expenditure	10	28,395,628.24		Loss from trading assets (trading loss)	31		
Management expenditure	11	243,492,159.90	203,356,140.96	Loss from debt restructuring	32		
including: business reception expenditure	12	1,137,879.76	806,741.76	4. Total profit (loss marked by "-")	33	13,205,612.16	168,101,498.41
research and development	13			Less: income tax expenditure	34	-6,717,899.67	-506,538.37
Financial expenditure	14	-18,725,011.83	-11,005,976.03	Add: *#unconfirmed investment loss	35		
including: interest expense	15	749,800.52		5. Net profit (loss marked by "-")	36	19,923,511.85	168,608,036.78
interest income	16	-7,643,484.01		Less:*Minority shareholders' loss and gain	37		
currency exchange net loss (loss is "-")	17	-11,831,328.34		6. Net profit belonging to the head company owner	38		
△Assets gain or loss	18			Earnings per share	39		
Others	19			Basic earnings per share	40		
add: Gains from value changes (loss is "-")	20			Diluted earnings per share	41		
Investment gains (loss is "-")	21						

Notes: items marked by "*" are exclusively used for combined accounting statement; items marked by "△" are exclusively used for enterprises using new accounting standards; Other enterprises should not fill in this items; items marked by "#*" are exclusively used for enterprises using enterprise accounting system. Enterprises using new accounting standards should not fill in the items.

CASH FLOW STATEMENT

Prepared by: Spreadtrum Communications (Shanghai) Co., Ltd

For the year 2008

Monetary Unit: CNY

ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT	ITEMS	LINE NO	CURRENT YEAR AMOUNT	LAST YEAR AMOUNT
1. Business cash flows	1			Cash paid by subsidiaries and other business departments-net	21		
Cash income from sales of products and labor	2	422,036,872.56	501,212,024.37	Cash paid for other relevant investment activities	22		
Taxation returned	3		0.00	Total investment cash flows	23	45,607,506.07	127,035,134.83
Cash income from other business activities	4	326,656,458.04	282,127.44	Cash flows caused by investment - net amount	24	-45,607,506.07	-127,035,134.83
Total business cash in flow	5	748,693,330.60	501,494,151.81	3. Cash flows from financing activities	25		
Purchase of products and cash paid for labor	6	282,040,971.63	392,341,262.76	Cash gained for attracting investment	26		77,342,000.00
Cash paid to and for the employees	7	156,415,229.05	139,096,410.05	including: cash gained by subsidiaries via minority investment	27		
Various taxes paid	8	3,289,650.90	5,081,695.65	Cash gained from borrowing	28		5,000,000.00
Cash paid for other business activities	9	5,787,654.32	644,472.25	Cash gained from other relevant fund raising activities	29		
Total business cash out flow	10	447,533,505.90	537,163,840.71	Total cash flows from financing	30	0.00	82,342,000.00
Business cash flows - net amount	11	301,159,824.70	-35,669,688.90	Cash paid for debt	31		9,500,000.00
2. Cash flows from investment	12			Cash paid for distribution of share interest	32	749,800.52	180,000.00
Cash income from investment returned	13			including: paid for minority shareholders	33		
Cash income from acquired investment gains	14			Cash paid for other relevant financing activities	34		
Cash net amount from fixed, intangible and other long term assets	15			Total cash flows from financing	35	749,800.52	9,680,000.00
Cash net amount from subsidiaries and other business departments	16			Net amount of cash flows from financing	36	-749,800.52	72,662,000.00
Cash income from other investment activities	17			4. Change of exchange rate's impact	37	11,830,862.47	9,897,893.35
Total investment activity cash flow	18			5. Net increase of cash and cash equivalents	38	266,633,380.58	-80,144,930.38
Cash paid for fixed, intangible and other long term assets	19	40,607,506.07	126,035,134.83	6. Add: cash at the beginning of the year	39	62,682,207.25	142,827,137.63
Cash paid for investment	20	5,000,000.00	1,000,000.00	7. Cash by the end of the year	40	329,315,587.83	62,682,207.25

Spreadtrum Communications (Shanghai) Co., Ltd.
Explanatory notes of the Company's Annual Accounting Report
Unit:RMB/Yuan

1. About the company

Spreadtrum Communications (Shanghai) Co., Ltd. (hereinafter referred to as "the Company") was established in 2001 by SPREADTRUM HONG KONG LIMITED with an investment of 20,100,000 USD. The Company registered in Pudong New District Bureau of Shanghai Industry and Commerce Administration with the Registration NO. 310115400081290 (Pudong). Registered capital: 20,100,000 USD; Legal Representative: Wu Ping; Address: Building # 1, Spreadtrum Center, # 2288, Zuchongzhi Lu, Zhangjiang High-Tech Park, Pudong, Shanghai; Company type: limited liability company (wholly-owned by Taiwan, Hong Kong or Macau legal representative); Business scope: developing and making wireless mobile communications ICs including baseband, radio frequency, multimedia chip and relevant digital television chip, computer software, mobile communications agreement software and digital processing software; sales of the self-produced products; wholesales, import and export, and commission agency of the above mentioned like products (except for auction); providing relevant technology consultancy and technology service (within the approved business scope).

2. Main accounting policies adopted

- (1) Accounting system: the Company adopts Enterprise Accounting System.
- (2) Accounting period: from January 1st to December 31st
- (3) Accounting principle and pricing basis: accrual basis for accounting and historical cost as pricing basis.

(4) Accounting unit: RMB

(5) Foreign currency accounting

Foreign currencies are accounted by the RMB bench exchange rate as announced at the beginning of the month by the People's Bank of China. By the end of the month, the foreign currency balance of various foreign currencies accounts will be adjusted according to the RMB benchmark exchange rate adjustment. The difference caused by adjustment will be calculated into this month's profit and losses

(6) Inventory accounting method: inventory is calculated according to its actual cost upon acquirement; first-in first-out calculation for delivered inventory; all-at-once amortization for low value consumable products.

(7) Fix assets standards, calculation method, category, depreciation method and remaining value ratio:

1. Fix assets standards: houses, buildings, machines, facilitates, transportation equipments and other facilities, equipments and tools possessed for the use of product production, labor service supply, rental or business management with over one year of usage lifetime and over 2,000 RMB worth of unit value.

2. Fix assets are calculated according to actual cost.

3. Depreciation scope: except for facilities fully depreciated but still in use and lands calculated respectively, all fix assets are to be depreciated.

4. Depreciation of fix assets is calculated by average lifetime according to category, usage lifetime and a 3% predicted remaining value ratio.

(8) Income confirmation principle: when products are delivered to the customers and the payment has been paid or the payment receipt has been acquired, the income is fulfilled.

(9) Taxation:

Taxation	Tax Ratio	Tax Calculation Basis
Value-added tax	17%	Calculated and paid according to sales income
Income tax	25%	Calculated and paid according to total profit
(the year 2008 is a tax-free period)		
Business tax	5%	Calculated and paid according to total service income

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3. Explanatory notes of relevant items in the accounting statement

(1) Explanatory notes of relevant items in the accounting statement

<Cash>	Balance by the end of year:	329,315,587.83 RMB
including:	Cash	74,280.31 RMB
	Bank deposit	329,214,307.52 RMB

<Accounts Receivable>	Balance by the end of year	39,185,196.16 RMB
including:		

Enterprise Name	Amount
Shenzhen Xunrui Communications Co., Ltd.	11,073,834.00 RMB

<Prepaid Accounts>	Balance by the end of year	98,971.98 RMB
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<Inventory>	Balance by the end of year	56,442,838.60 RMB
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<Other Current Assets>	Balance by the end of year	25,476,408.25 RMB
including:		

Value-added Tax		19,122,291.13 RMB
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<Long Term Investment>	Balance by the end of year	6,000,000.00 RMB
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Item	Amount
Spreadtrum Communications (Tianjin) Co., Ltd.	1,000,000.00 RMB
Spreadtrum Hi-Tech Communications Technology Co., Ltd.	5,000,000.00 RMB

Long term investment is calculated by cost.

<Original Fix Assets Value>	Balance by the end of year	203,594,978.45 RMB
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Category of Fix Assets	Beginning of the year	End of the year
Houses and building	108,083,435.10	112,621,802.92

Transportation facilities	1,515,318.97	2,124,181.97
Office Facilities	49,810,700.81	62,580,820.56
Fix assets decoration	22,864,148.27	26,268,172.96
Total	182,273,603.15	203,594,978.45

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<Accumulated Depreciation>	Balance by the end of year	41,657,610.83 RMB
Houses and building	3,242,503.05	11,214,160.48
Transportation facilities	642,470.55	965,966.53
Office Facilities	18,814,448.97	24,636,181.13
Fix assets decoration	2,319,681.59	4,841,302.69
Total	25,019,104.16	41,657,610.83

<Intangible Assets>	Balance by the end of year	18,885,716.74 RMB
including:		
Technology Usage License		18,885,716.74 RMB

<Other Long Term Assets>	Balance by the end of year	60,315,730.16 RMB
including:		
Land Payment for Zhangjiang Integrated Circuit Industrial Park	46,451,400.00 RMB	
Payment for purchasing Department # 3		10,000,000.00 RMB

<Deferred Tax Debt>	Balance by the end of year	6,141,617.61 RMB
Deferred tax caused by time difference.		

<Short Term Borrowing>	Balance by the end of year	25,000,000.00 RMB
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Debtor	Balance at the beginning of the year	Balance by the end of the year	Interest rate
Shanghai Chuangye Investment Co., Ltd.	5,000,000.00	5,000,000.00	0%
Shanghai Rural Commercial Bank	0.0	20,000,000.00	6.03%
20,000,000 RMB insured by Shanghai Branch Office of China National Investment & Guranty Co., Ltd.			

<Accounts Payable>	Balance by the end of year	54,883,089.87 RMB
including:		
Enterprise Name		Amount
Riyueguang Sealing & Test (Shanghai) Co., Ltd.		2,561,274,073 RMB
Spreadtrum Communications INC		26,586,512.65 RMB

<Prepaid Accounts>	Balance by the end of year	3,424,008.16 RMB
including:		
Enterprise Name		Amount

WPI INTERNATIONAL (HK) LTD 2,087,298.19 RMB

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<Other Payables> Balance by the end of year 378,719,304.32 RMB

Including:

Enterprise Name	Amount
Spreadtrum Communications (Shanghai) Co., Ltd.	109,681,570.05 RMB
Spreadtrum Communications, Corp.	7,229,574.06 RMB
Quorum Systems Inc.	8,483,091.92 RMB

<Salary Paid to Employees> Balance by the end of year 20,881,867.77 RMB

<Payable Tax> Balance by the end of year 2,527,314.05 RMB

<Other Current Debt> Balance by the end of year 12,679,598.58 RMB

<Long Term Payables> Balance by the end of year 1,601,087.20 RMB

include:

Tsinghua University 1,601,087.20 RMB

<Paid-in Capital> Balance by the end of year 159,994,007.00 RMB

Investor	Beginning of the year	Increase/Decrease of the year	End of the year	Percentage
SPREADTRUM HONG KONG LIMITED	159,994,007.00	0.00	159,994,007.00	100%

This year the registered capital increased by 10,000,000 USD which has been verified by Shanghai Xing Zhong Certified Public Accountants Co., Ltd. in Verification Report Xing Yan Wai Zi NO. (2008)-0046 on April 27th 2008.

<Undistributed Profit> Balance by the end of year 44,089,048.00 RMB

(2) Explanatory notes of the Profit Statement

<Main Business Income> Current Year Amount 444,685,481.02 RMB

including:

Products sales income 241,059,776.05 RMB

Patent income 172,368,964.03 RMB

Service income 31,256,740.94 RMB

<Main Business Cost> Current Year Amount 181,106,199.89 RMB

<Main Business Tax and Others> Current Year Amount 307,967.21 RMB

<Sales Expenditure> including:	Current Year Amount	28,395,628.24 RMB
Wage		28,395,628.24 RMB

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<Management Expenditure> include:	Current Year Amount	243,492,159.90 RMB
Wage		102,035,303.84 RMB
Reception expenditure		1,137,879.76 RMB
Welfare expenditure		9,025,259.80 RMB
Insurances & housing fund		24,016,867.15 RMB
<Financial Expenditure>	Current Year Amount	-18,725,011.83 RMB
<Non-Business Income>	Current Year Amount	4,248,541.33 RMB
<Subsidiary Income>	Current Year Amount	370,137.77 RMB
<Non-Business Spending>	Current Year Amount	1,151,466.78 RMB
<Income Tax>	Current Year Amount	-6,717,899.67 RMB
<Net Income>	Current Year Amount	19,923,511.83 RMB

(3) Others

The taxation authority has approved that the first year's income tax will be exempted and the second year's income tax will be reduced by half.

-----End of Report-----

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Spreadtrum Communications (Shanghai) Co., Ltd.
Adjustment form for taxable income

Unit: RMB

Current Year Total Profit before Adjustment	13,205,612.16
Tax payment increase include:	82,769,688.37
Reception expenditure	455,151.90
Commercial insurance for employees	1,990,194.33
Accrued expenses	28,305,791.80
Inventory value decrease preparation	25,130,913.63
Value decrease preparation for intangible assets	23,783,850.74
Bad debts preparation	2,256,684.13
Discount	847,101.84
Current year taxable income after adjustment	95,975,300.00

The Adjustment form for taxable income is an audition suggest expressed by the registered accountant according to the audition random inspection. The Company's finalized taxable income amount will be confirmed by the taxation authority's final audition.

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