

**Spreadtrum Communications Technology (Shanghai)  
Co., Ltd.**

Articles of Association

11<sup>th</sup> November 2005

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## **Chapter 1 General Provisions**

### **Article 1**

According to the related legal regulations of the People's Republic of China, the company of Spreadtrum Communications, Inc from Cayman Islands (hereinafter is called "Investors" for brief) plans to set up Spreadtrum Communications Technology (Shanghai) Co., Ltd.

### **Article 2**

Company name: Spreadtrum Communications Technology (Shanghai) Co., Ltd.

Legal address of the company: Room 112, No. 2005 New Building, Yang Gao North Road, Waigaoqiao Free Trade Zone, Shanghai

The legal representative of the company: PING WU

Investors: Spreadtrum Communications, Inc.

The legal representative of the Investors: PING WU

Nationality: U.S.A

### **Article 3**

Company type: company with limited liability

### **Article 4**

The company is a legal representative of China, and must abide by and is protected by the legal regulations of China. All of its activities must abide by the laws, decrees and related regulations of China.

## **Chapter 2 Purpose and Scope of Business**

### **Article 5**

The purpose of company: participate in the development of Pudong area.

**Article 6** The scope of business: International trade, import trade, trade between companies and trade agents within the free trade zone; import and export of commodity and technology (not any prohibited items included); simple processing service within free trade zone; consulting service within free trade zone.

## **Chapter 3 Total Investment and registered capital**

### **Article 7**

The total investment amount is 500,000 USD and the total registered capital is

380,000 USD. Investment is made through convertible foreign exchange.

**Article 8**

Investors should be in position in 3 months since the day the business license issued.

**Article 9**

After Investors paid the investment capital, a capital verification report is issued by the accountant registered in China appointed by company once it has verified the capital.

**Article 10**

Any reduction of the registered capital within the operation period must be approved by the approval authority.

**Article 11**

Any increase or transfer of the registered capital shall be conducted through the executive directors, and reported to the approval authority, and the changes should be officially conducted through the registration authority.

**Chapter 4  
Executive Directors**

**Article 12**

No board of directors shall be appointed except for an Executive Director and the executive director is the main power authority.

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**Article 13**

The Executive director makes decisions on all the important issues within the company, and holds the below functional authorities.

- (1) Decide and approve any important report from a general manager (ie. annual operation report, financial report, loan)
- (2) Approve the annual financial report, balance budget, annual interest allocation charter plan
- (3) Verify and approve any important rules and regulations within company.
- (4) Modify rules and regulations issued within company
- (5) Make decision to set up branch department
- (6) Discuss and decide the shutdown and termination or to merge with another economic organization.
- (7) Decide to employ senior staff such as general manager.
- (8) Responsible for the audit liquidation when company terminated or expired.
- (9) Other related important issues decided by the executive director

**Article 14**

The executive director is appointed by the Investors, the presidency is 4 years, and the executive director can be reappointed.

**Article 15**

The executive director is the legal representative of the company.

**Article 16**

Any appointment or replacement to the executive director should be forwarded to the executive director via formal documents.

**Article 17**

The executive director holds regular meetings twice each year. If necessary, the executive director can call for an extraordinary session.

**Article 18**

The executive directors' meeting shall be held on the company site.

**Article 19**

The meeting is called and held by the executive director.

**Article 20**

The below issues are decided by the executive director:

- (1) The modification of company rules and regulations
- (2) Termination and dissolution of company
- (3) Any increase or transfer of the company registered capital
- (4) Merge with other economic organization.

**Article 21**

At each of the executive director meetings, the minutes must be recorded in detailed documents and signed by the executive director. Chinese language is to be used in the documents. All the recorded documents shall be kept on file.

## **Chapter 5 Business Management Office**

**Article 22**

The business management office set up within the company is composed of the departments of financial, executive and human resources.

**Article 23**

One general manager is appointed, and employed by the executive director, and the first general manager is recommended by the Investors.

**Article 24**

The general manager directly responds to the executive director, executes all decisions made by the executive director, and organizes the technical and management jobs within company. The vice general manager assists the general manager, and takes the duty of general manager while the general manager is off duty.

**Article 25**

Any decisions to important issues within normal business operations shall be signed by both the general manager and vice general manager before taking effect. The issues that require both signatures are defined in detail by the executive director.

**Article 26**

The presidency of the general manager is 4 years, and the general manager is employed by the executive director and could be reappointed.

**Article 27**

The executive director can take the post of general manager, vice general manager and other senior officer.

**Article 28**

The general manager is not allowed to be the general manager and vice general manager for another economic organization simultaneously and participate in any competitive business activity launched by other economic entities.

**Article 29**

One accountant post is appointed, and employed by executive director.

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**Article 30**

The accountant is supervised by the general manager, and is responsible for organizing the business's accounting, and coordinating the economic system within the company.

**Article 31**

During any resignation of general manager and high level staff, there shall be a report that documents the resignation and is forwarded to the executive director in advance.

**Article 32**

The personnel above mentioned, once engaged in any malpractices or serious misconducts, could be retired through the decision of executive director. Criminal responsibility shall be directed through legal access once it has been found that the law has been broken.

## **Chapter 6**

### **Financial Accounting**

#### **Article 33**

The financial accounting responsibilities must abide by the foreign investment and management company financial accounting regulations issued by the Ministry of Finance of PRC.

#### **Article 34**

The fiscal year is from January 1st to December 31st.

#### **Article 35**

All the certificates, account books, and reports must be written in the Chinese language.

#### **Article 36**

The company uses Chinese RMB as standard currency, and when engaged in currency exchange with other currencies, the currency rate is equal to the real conversion rate at the current day issued by the State Foreign Exchange Administration of the People's Republic of China.

#### **Article 37**

The company's RMB account and foreign currency account shall be issued in a bank appointed by the People's Bank of China.

#### **Article 38**

General accrual basis and debit and credit accounting are utilized in company financial accounting.

#### **Article 39**

The below content should be recorded into the company's financial accounting books:

- (1) All the amount of cash income and expenditure
- (2) All the state of commodity sales and purchase
- (3) Company's registered capital and liabilities
- (4) The paid, increased and transferred state of company registered capital.

#### **Article 40**

The finance division should make out and present the last year's annual

balance sheet and profit and loss statement verified and signed by the auditor to the executive director within the first 3 months of each fiscal year.

**Article 41**

Abiding by the Rules for the Implementation of the Income Tax Law of the People's Republic of China for enterprises with foreign investment and foreign enterprises, the executive director shall decide the depreciation life of the company's fixed assets.

**Article 42**

All the foreign currency related issues shall be executed by the regulations on exchange control of the People's Republic of China and related regulations.

**Chapter 7  
Appropriation of Profit**

**Article 43**

The reserve fund, workers and staff bonus fund and welfare fund shall be taken from profit after company income tax has been paid. The proportion of reserve fund taken should no less than 10 percent of the profit after tax, and when the amount taken reaches the 50 percent of the registered capital, there shall be no more to take on. The existence of the workers and staff fund and welfare fund are the result of ownership by foreign enterprises.

**Article 44**

The profit after tax and all funds that are taken out shall be discretionary.

**Article 45**

The profit is allocated once a year, and the profit appropriation plan should be determined within the last 3 month of each fiscal year.

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**Article 46**

No profit shall be allocated before the loss of last fiscal year has been compensated, and the profit that hadn't been allocated in the prior fiscal year can be added into the present fiscal year profit allocation.

**Chapter 8  
Employee**

**Article 47**

All the personnel recruiting, employment, retirement, salary, welfare, labor

insurance, labor protection, labor discipline provisions must abide by the labor law of the People's Republic of China and the labor contract regulation of Shanghai.

**Article 48**

All personnel recruiting could be conducted through the local board of labor, or through public recruiting after the recruitment has been approved by the local board of labor through candidates undergoing exams.

**Article 49**

For employees who break company regulations or labor principles, the Company holds the right to give warning, demerits, pay cut penalty, or even discharge for serious fault, and the discharge procedure must be reported to the labor and personnel departments of the management board.

**Article 50**

Employee salary is decided by the executive director and must abide by the related regulation of PRC, and is regulated by a labor contract. When the production and operating skills are being developed, and the personnel's vocational ability and skills are being improved, the salary shall be increased to some extent.

**Article 51**

Employee welfare, bonus, labor protection, and labor insurance issues shall be regulated and cleared in regulations, so as to make sure the employees can work under normal situations.

**Chapter 9  
Labor Union**

**Article 52**

According to the trade union law of the People's Republic of China, company staff holds the right to establish a labor union, and carry out related activities.

**Article 53**

The company labor union acts on the employees' behalf, and its purpose is to ensure the employees' democratic rights and interests; to assist the company to organize and manage the welfare and bonus fund; to organize employees to learn political, vocational and scientific skills and knowledge; hold literary, arts and sports activities; to ensure that employees abide by labor principles and otherwise pursue economic goals.

**Article 54**

If any labor union has been formed, there shall be a fund approximately equivalent to 2% of the sum of all employees' salary taken from the company



financial office as the labor union fund, and this fund shall be used according to the labor fund management regulation issued by the General Labor Union of China.

## **Chapter 10**

### **Duration, Termination, Liquidation**

#### **Article 55**

The term of business operations is 20 years, following the date when the business license has been issued.

#### **Article 56**

If there is any extension of the business operating term, as decided by the executive director, there shall be a formal document presented to the approval authorities 6 months before the expiry date. The extension then takes effect, and should also be reported to the registration authority.

#### **Article 57**

If the company achieves the maximum profit of the company, then the company could terminate in advance. The decision made by the executive director should be reported to the approval authorities before the termination.

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#### **Article 58**

When the company's term expires or the company terminates in advance, the executive director should give out the liquidation procedure and liquidation committee members should organize members to execute the liquidation.

#### **Article 59**

The liquidation committee's purpose is to completely clear company property, creditor's rights, liabilities, determine the assets and liabilities and assets catalog, and execute the liquidation plan. The executive director should sign off on the liquidation plan.

#### **Article 60**

During the liquidation period, the liquidation committee should pursue necessary litigation on behalf of the company.

#### **Article 61**

The liquidation-related expenses and payment to the liquidation committee should be paid from the company's property, in priority to other claims.

#### **Article 62**

After all liabilities have been paid off by the liquidation committee, the remaining assets and property can be allocated to remaining subordinated creditors and equity holders.

**Article 63**

After the liquidation has been completed, the company should present a report to the approval authority, and send back the business license, and make a public announcement.

**Article 64**

After closing the business, all the company's accounting books shall be kept by a related department.

**Chapter 11  
Rules and Regulations**

**Article 65**

Rules and regulations made by the executive director:

- (1) Operation management system that includes the functions and powers and related working procedure of different management departments
- (2) Employee regulation
- (3) Labor and salary system
- (4) Employee attendance check, promotion, award and penalty system.
- (5) Employee welfare system
- (6) Financial system
- (7) The liquidation procedure when terminating the company
- (8) Other necessary rules and regulations

**Chapter 12  
Supplementary Provisions**

**Article 66**

Any modification of these bylaws must be approved by the executive director, and reported to the approval authority.

**Article 67**

These bylaws are written in the Chinese language.

**Article 68**

The valid date starts on the day that the company has been approved by the management committee of outer Gaoqiao Free trade zone, Shanghai City. To meets legal requirements, the registration valid date is the registration approved date.

Investor: Spreadtrum Communications, Inc.

Signed by legal representative :

**Name of Enterprise Pre-Approved Notice**

According to the regulations of ***Provisions on Administration of Enterprise Name Registration*** and ***Measures for The Implementation of Administration of Enterprise Name Registration***, we agree and pre-approve that 1 investor invests registered capital of 380 thousand U.S. dollars and the name for the enterprise is:

**Spreadtrum Communications Technology (Shanghai) Co., Ltd.**

Investor, amount of investment and percentage ownership are:

Spreadtrum Communications., Inc.	380 thousand U.S. dollars	100%
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The enterprise name retention period is up to May 10, 2006. Within this period, the enterprise name can not be used in business activities, and it's not transferable. Once the registered authority establishes the registration and after the business license is issued, the name comes into effect.

Registrar: 顾晏 (Gu Yan)

Nov 11, 2005

Foreign Invested Enterprise Application for Registration Items

Unit: million dollars

Name	Spreadtrum Communications Technology (Shanghai) Co., Ltd.							Tel	50802727		
Address	Room 112, No. 2005 New Building, Yang Gao North Road, Waigaoqiao Free Trade Zone, Shanghai							Zip Code	200131		
Types of Companies	wholly-foreign-funded					Enterprise Legal Person		Ping Wu			
Gross investment	500 thousand U.S. dollars					Operating Period		20 years			
Registered Capital	380 thousand U.S. dollars	Chinese Side	Currency		Amount		Amount in USD		Proportion		
		Foreign Side	Currency	USD	Amount	380 thousand USD	Amount in USD	380 thousand USD	Proportion	100%	
Scope of Business	International trade, trade between enterprises and trade agent in free trade zone; importing and exporting (exclude distribution and forbidden items); simple commercial processing in free trade zone; commercial consulting service in free trade zone.										
	Investor	Country (region)	Ways of investment	Registered Capital	Proportion						
Chinese side 1											
	Period of investment										
Chinese side 2											
	Period of investment										
Chinese side 3											
	Period of investment										
Foreign Side 1	Spreadtrum Communications Inc.	KY Cayman Islands	USD spot exchange	380 thousand U.S. dollars	100%						
	Period of investment	3 month after the date of business license issued									
Foreign Side 2											
	Period of investment										
Foreign Side 3											
	Period of investment										

## TENANCY CONTRACT OF XINXING BUILDING

Landlord: New Development Co., Ltd in Waigaoqiao Bonded Area, Shanghai  
(hereinafter referred to as Party A)

Address: No. 2005, Yanggao Road North

Legal Representative: Liu Xinmin

Tenant: Spreadtrum Communications Technology Co., Ltd. (hereinafter referred to as Party B)

Address:

Legal Representative: Ping Wu

In compliance with "Contract Law of PRC", "Urban Property Administration Law of the People's Republic of China" and other relative regulations, both Parties through amicable consultation on the basis of party autonomy, equality and good faith, agree on the following terms and conditions as to the tenancy herein:

### 1. Premises: Use of the Premises

1.1 Name: Xinxing Building

1.2 Location: 112Room 1<sup>st</sup> floor, Xinxing Building, No.2005, Yanggao Road North, Waigaoqiao Bonded Area, Shanghai

1.3 Construction Area: 22 m<sup>2</sup>; Usable area: 20 m<sup>2</sup>(master plan see attachment 1)

1.4 Function: business

1.5 Details of the Premises structure, affiliated facilities see attachment 2

### 2. Duration of the Tenancy and Tenancy Extension

The term of tenancy of the premises said in the first article is 12 months commencing from December 16, 2005 and expiring on December 16, 2006.

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### 3. Rental and Property Management Fee, Payment Method and Payment Deadline

3.1 Rental of the Premise is    /    USD per m<sup>2</sup> of construction area per year, the annual rental is 13,000 USD in total.

3.2 The rental shall be due and payable before the date November 1, 2005 in one-time payment from the date of the signing of this contract.

3.3 The rental shall not be changed for one year from the date of the signing of this contract, it shall be changed from the    /    year every    /    years with a raise of         %.

3.4 The property management fee is    1,000    USD and its payment

method and deadline is the same as the rental above.

#### 4. Deposit

Party B must pay to Party A \_\_\_ months rent as deposit for a total of \_\_\_ of \_\_\_ within \_\_\_ days upon the contract signed. If Party B wants to throw the lease in advance, Party A has the right to retain part or all of the deposit in compensation. Within two months before the contract expires Party B will notify Party A if it intends to extend the leasehold. In this situation two parties will discuss matters over the extension. On the completion of the contract, Party A shall return the deposit without interest to Party B within \_\_\_ days as long as Party B has paid off all outstanding fees in the tenancy period and returned the premises to Party A before \_\_\_\_.

#### 5. Handover of the Premises

5.1 In accordance with the pre-agreed handover procedures, Party A shall hand-over the Premises and the affiliated facilities to Party B before (date)(month)(year) on the signing of this agreement; Party B shall sign on the handover paper as the completion of the handover after examining the Premises and its affiliated facilities.

5.2 Party B shall return the leased unit to Party A after being examined by Party A if Party B has no intention of extension before (date)(month)(year).

5.3 As to all the fees as to water, electricity, gas and telecommunication of Party B, the two parties shall pay in accordance with the additional articles or management repairing articles in this contract.

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#### 6. Use, repair and management of the Premises

6.1 The two parties shall both comply with the Convention of the Use, Management and Repair of Shanghai Waigaoqiao Bonded Area. Party A or the property management company assigned by Party A shall be responsible for coordinating with neighboring units over the management and repairing of public parts, public facilities and public infrastructure.

6.2 During the term of this Agreement, Party B shall use the Premises only for business and shall not erect, install or remove any fixtures or partitioning, or make any structural additions and/or alternations. Meanwhile Party B shall comply with laws and regulations of PRC, maintain public infrastructure and common interest. During the term of this Agreement, Party B shall be responsible for any costs/expenses for replacement of, or making good repair of, or restoring all those furniture, fixtures and fittings that are broken, damaged or destroyed, except for fair wear and tear. Party A shall keep the Premises in good condition and repair it. Whoever is responsible for the man-made damage shall pay for the loss or mend it.

6.3 During the term of this agreement, if Party B needs to work on the

house supporting facilities, Party B must acquire the consent of Party A. Party B shall restore the house to its original state or pay for the damage if Party B is responsible for the damage.

6.4 If Party B needs to expand, add building parts to, or change the internal partition of the house in concern, conduct interior decoration or add equipment into the house, Party B must acquire the written consent of Party A and enter into an agreement with Party A in time before construction, and Party B shall comply with relative regulations on construction, fire-control, environmental protection and hygiene and disease control, and pay for the construction expenses exclusively. Party A shall provide mater plan in concern. The Party B shall not damage the leased unit and change the house structure, and Party B shall restore the house to its original state or pay for the damage if Party B is responsible for the damage.

6.5 Party B shall not occupy the not leased places.

6.6 Party B may park temporarily on the roads outdoor with acquiring consent of Party A. Party A shall formulate regulations to guarantee transportation safety.

6.7 Party B shall maintain and safeguard all the underground facilities and public facilities constructed by Party A.

6.8 Party A shall be responsible for the public cleaning, greening, and maintenance outside of the released unit by Party B. Party B shall assume the management fee in accordance with relative regulations.

6.9 The party responsible for the damage of public facilities shall hereby pay for the damage.

6.10 Party B reserves the right to refuse to pay the management fee if Party A's management fails to meet the agreed standards.

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#### 7. Insurance

7.1 Party B shall cover insurance for its property and pay the premium.

7.2 Party A shall cover insurance for the Premises (including its facilities) and pay the premium.

#### 8. Lessor's change to lessee

During the term of lease, if Party A transfers the lease to a third party, Party A shall inform Party B of such transfer and continue the original leasing contract.

#### 9. Liabilities for Breach of Contract

9.1. Except for otherwise stipulated by this contract, Party A shall be viewed to have breached the contract in following situations:

A. The Premises provided by Party A fails to meet required conditions.

B. Party A fails to provide the Premises in concern at the date stipulated

in this agreement.

C. Operating in the Premium without noticing Party B which results in effecting Party B's business operation or the damage of Party B's stored goods.

D Failing to mending the leased house and its facilities in accordance with this agreement in time

E Violating other articles in this agreement

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9.2 Except for otherwise stipulated by this contract, Party B shall be viewed to have breached the contract in following situations:

A Damaging the lease unit and its affiliated facilities or changing its construction structure causing the financial loss of Party A

B failing to pay the rental as stipulated in the agreement

C failing to return the lease property to Party A as stipulated in this agreement

D violation of other articles in this agreement

9.3 The violating party shall pay the other party a penalty which shall be calculated as follows:

A The daily penalty is \_\_\_ / \_\_\_ USD;

B Days of breach = the number of days from the date of dispute to the date of official settlement;

C Penalty Amount = Daily penalty × Days

9.4 In case the penalty is not sufficient to cover the loss suffered by the faultless party, the party in breach should pay additional compensation to the other party. The compensation shall be assessed together by two parties according to the damage or by the professional third party appointed by both parties.

9.5 The default party shall continue the contract whether the penalty and compensation is paid or not if the observant party requires it.

9.6 The penalty and compensation shall be paid within 10 days from the date of breach; if the breach continues on and after the date of payment, the penalty and compensation shall be paid no later than the end of the current month. Otherwise it may be considered as overdue payment.

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### 10. Excusing Conditions

In case that any force majeure has caused it impossible to fulfill this contract, the two parties shall then undertake no responsibility against each



other in such a case. However, the party who confront the force majeure shall notice the other party immediately and provide detailed information of the events and a valid document for evidence issued by the relevant public notary organization explaining the reason of its inability to execute or delay the execution of all or part of the contract within 10 days. During the leasing term, the parties shall take care of its own loss due to the force majeure. On this occasion,

Party A shall mend the damaged part to the usable state in 15 days, otherwise the two parties shall decide whether to suspend or end the contract through friendly negotiation.

#### 11 Dispute Settlements

In event of any dispute arising from implementing the Agreement, both parties shall settle the dispute through amicable consultation and failing such a settlement, both parties may refer the dispute to the following Arbitration Organizations if the two parties agree on arbitration:

Arbitration Commission of Shanghai

√ The China International Economic and Trade Arbitration Commission (Shanghai Branch)

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#### 12. Settlement for not-stipulated issues

12.1 All other issues can be resolved by supplementary amendments to this agreement by both parties through negotiation in accordance with Contract Law of PRC and other regulations. The amendments shall be equally authentic as this contract.

12.2 Amendments to this agreement shall be added through consensus. Before the amendments are made, the two parties shall comply with this agreement.

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#### 13. Coming into effect, Alteration, Renew and Termination of the Contract

13.1 Party A is obliged to inform the Party B of the real estate management policy, nature of use, degree and use scope of the leased property, and detailed information on the house and neighboring area. Party B is obliged to consult the relevant authorities whether the project can be set up

in the leased property.

13.2 The Agreement come into effect on the day after signing and stamping by legal representatives and authorized representatives of both parties.

13.3 If this contract is made retrospective by amendments to the laws and regulations which this contract is in accordance with or the enactment of new laws and regulations, the two parties shall modify the agreement to secure mutual rightful interests.

13.4 On the expiration of this term, if Party B has the priority to renew the contract on the same condition and price. If Party B needs to renew the lease, Party B shall give Party A written notice upon such renewal of lease by 15 days in advance; Party A has the right to change the lessee if Party fails to give such notice in 15 days. Two parties may refer to this agreement and enter into a new contract.

13.5 Within the term of lease, in case either party unilaterally proposes to terminate this contract on the ground of any other reason than those agreed between the 2 parties, this party needs to give the other party a written notice by 15 days in advance. the other party shall then be entitled to claim compensations for its losses incurred in such a case, and also have the power to charge the proposing party with a penalty, not including those exempted by the law.

Within one month before the contract expires, Party B shall sign agreement with Party A if it intends to end the leasehold.

13.6 Party A has the right to notify Party B to terminate the agreement, take back the leased house and claim compensation from Party B on following occasions:

A Party B assigns transfers or lends the leased unit to others, or exchanges it with others.

B Party B changes the structure of the leased house or changes its function.

C Party B uses the leased property to undergo illegal activities and harms the public interests.

D Party B is 3 months in arrear with the rent

13.7 Party B has the right to notify Party A to terminate the agreement and claim compensation from Party A on following occasions:

A Party A fails to hand over the leased property in one month after the hand-over deadline stipulated in this agreement.

B The Premises provided by Party A is not consistent with this agreement.

C Party A operates in the Premises without notifying Party B and effects Party B's daily operation and caused damage to Party B's stored goods.

#### 14 Records and Registration

Party A must register this Contract with Shanghai Waigaoqiao Bonded Area Management Commitment in 30 days after this agreement goes into effect, including alteration and termination of this agreement. Two parties shall pay 50% registration fees respectively.

#### 15 supplementary articles

15.1 The Agreement has 5 copies bearing the effect on the day after signing with the same legal effect.

15.2 Two parties shall notify each other if there is any change of the address, telephone number and contact person.

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#### **Documents needed to be submitted when foreign-funded enterprises changes business scope**

No.	Document title	Direction
1	Application of Registration Change of foreign funded enterprises(for record keeping)	Original
2	Approval documents from relevant authorities(reply and approval certificate I)	Original
3	Decision and Resolution in accordance with law	Original
4	Revised or modified Articles of Association signed by legal representative	Original
5	Original and duplicate of Business License, IC card(e-business card)	Original
6	Previous document approval and certificates	
7	Other relevant document	

#### Requirements:

1. This application form needs to be filled out with black or black-blue sign pen with clear writing.
2. If it not noted to submit original document, the duplicate can be

- submitted with the signature or seal of the applicant on
3. If the document is in foreign language, the translation version needs to be submitted with the seal of the translation company.
  4. The same documents only need to submit one copy when applying for multiple changes.
  5. The resolution in the 3<sup>rd</sup> item refers to decisions or resolutions made in accordance with the Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese- Foreign Joint Ventures, Law on Sino-Foreign Cooperative Ventures, the Law on Foreign-Funded Enterprises and Articles of Association, and the decisions and resolutions need to be consistent with the application.
  6. The other documents in the 6<sup>th</sup> item refer to relevant previous approval documents, duplicates or approval certificates, which are applicable to the foreign-funded enterprises whose business scope includes items needed to be registered and approved before application in accordance with the law, regulations and decisions of State Council. If the said items' approval certificates are recalled or repealed, or other documents and certificates expire, the changes and cancellation must be registered in accordance with law.

<b>Original business scope</b>	<b>Change of business scope</b>
International trade, trade between enterprises in bonded areas and trade agency within such areas; wholesale of IC, baseband and radio frequency of wireless mobile communication, digital TV chip, computer software, Mobile Support Protocol software and digital processing software; simple commercial processing within the bonded area; commercial consultation(those involves quota approval management are handled in accordance with state regulations)(involving the licensed business operating permits)	International trade, trade between enterprises in bonded areas and trade agency within such areas; goods and technology import (exclusive of distribution and items prohibited by the state; commercial simple processing; commercial consultation within bonded area. (those involves quota approval management are handled in accordance with state regulations)(involving the licensed business operating permits)

**Documents needed to be submitted  
when foreign-funded enterprises change investment sum and  
registered capital**

No.	Document title	Direction
1	Application of Registration Change of foreign funded enterprises(for record keeping)	Original
2	Approval documents from relevant authorities(reply and approval certificate I)	Original
3	Decision and Resolution in accordance with law	Original
4	Revised or modified Articles of Association signed by legal representative	Original
5	certificate of capital verification from legal capital inspection organs	Original
6	Sample of newspaper with capital reduction announcement and settlement of obligation announcement or debts guarantee certification	Original
7	Original and duplicate of Business License, IC card (e-business card)	Original
8	Other relevant document	

Requirements:

1. This application form needs to be filled out with black or black-blue sign pen with clear writing.
2. If it not noted to submit original document, the duplicate can be submitted with the signature or seal e applicant on
3. If the document is in foreign language, the translation version needs to be submitted with the seal the translation company.
4. The same documents only need to submit one copy when applying for multiple changes.
5. The resolution in the 3<sup>rd</sup> item refers to decisions or resolutions made in accordance with the Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese- Foreign Joint Ventures, Law on Sino-Foreign Cooperative Ventures, the Law on Foreign-Funded Enterprises and Articles of Association, and the

- decisions and resolutions need to be consistent with the application.
6. The 5<sup>th</sup> item only applies to capital increase. upon conversion of statutory reserve fund into capital, the certificate of capital verification shall notify that the remaining statutory reserve fund is no less than 25% of the registered capital before the conversion.
  7. The 6<sup>th</sup> item only applies to capital reduction. Those companies who reduce capital shall apply for change registration in 45 days after the announcement; the registered capital of a company following such capital reduction may not be less than the minimum levels set by law.
  8. The 8<sup>th</sup> item refers to the situation where the limited liability companies offer new shares to the public, or the listed companies offer private new shares to increase capital. In the above situation, those companies shall submit the approval documents from the securities regulatory body under the State Council.

Unit: 10,000 yuan

Original invested amount			Original registered capital			Change sum		Change of		
50	currency	USD	38	currency	USD	1774	USD	900	currency	USD
Investor's Name	subscribed capital contribution	Forms of investment	Percentage	Capital paid-in	Forms of investment	Date of investment	Paid-up deadline			
Spreadtrum Communications Inc.	900	USD cash	100%	900	USD cash	March 20, 2008	Paid-up			

**Documents needed to be submitted  
when foreign-funded enterprises changes enterprise name**

No.	Document title	Direction
1	Application of Registration Change of foreign funded enterprises(for record keeping)	Original
2	Decision and Resolution in accordance with law	Original
3	Revised or modified Articles of Association signed by legal representative	Original
4	Enterprise Name Pre-approval Notification	Original
5	Original and duplicate of Business License, IC card(e-business card)	Original
6	Other relevant document	

Requirements:

- 1 This application form needs to be filled out with black or black-blue sign pen with clear writing.
- 2 If it not noted to submit original document, the duplicate can be submitted with the signature or seal e applicant on
- 3 If the document is in foreign language, the translation version needs to be submitted with the seal the translation company.
- 4 The same documents only need to submit one copy when applying for multiple changes.
- 5 The resolution in the 2<sup>nd</sup> item refers to decisions or resolutions made in accordance with the Company Law of the People's Republic of China, Law of the People's Republic of China on Chinese- Foreign Joint Ventures, Law on Sino-Foreign Cooperative Ventures, the Law on Foreign-Funded Enterprises and Articles of Association, and the decisions and resolutions need to be consistent with the application.
- 6 After the name is changed, the company shall replace the new approval certificate of foreign-funded enterprise and register the duplicate I in registration organs, not including those who have submitted the document.

Original name	Change of name
Spreadtrum International Trade (Shanghai) Co.,Ltd	Spreadtrum Communications Technology (Shanghai) Co., Ltd

**Spreadtrum International Trade (Shanghai) Co., Ltd**  
**Resolution of Board of Directors**

PING WU, the undersigned, being the executive director of Company Spreadtrum International Trade(Shanghai) Co., Ltd (hereinafter referred to as the "Company") for the time being, hereby RESOLVE unanimously:

1. that it is approved that the Company will change its name to "Spreadtrum Communications Technology (Shanghai) Co., Ltd":
2. that it is approved that the Company will change its business scope from "International trade, entrepot trade, trade between enterprises in bonded areas and trade agency within such areas; wholesale of IC, baseband and radio frequency of wireless mobile communication, digital TV chip, computer software, Mobile Support Protocol software and digital processing software; simple commercial processing within the bonded area; commercial consultation(those involves quota approval management are handled in accordance with state regulations)(involving the licensed business operating permits)" to "International trade, entrepot trade, trade between enterprises in bonded areas and trade agency within such areas; goods and technology import (exclusive of distribution and items prohibited by the state; commercial simple processing; commercial consultation within bonded area. (those involves quota approval management are handled in accordance with state regulations)(Involving the licensed business operating permits)".
3. That it is approved that the Company will change the investment sum from 500,000 USD to 17,740,000 USD (increase 17,240,000 USD), and change the registered capital from 380,000 USD to 9,000,000 USD (increase 8,620,000 USD). The increased 8,620,000 USD shall be paid at the spot exchange rate within one month after the signing of the approval certificate.
4. That it is further approved that the Company needs to modify the Articles of Association according to the above changes and to register the changes in the industrial and commercial bureau.

The executive director PING WU has agreed and signed the above resolutions, and the signing date of PING WU shall be taken as the date of coming into force of the Contract.

Signature of executive director:



Date: January 24, 2008



# **Amendments to the Articles of Association of Spreadtrum International (Shanghai ) Limited Co.**

According to a written resolution of the company, the company's Articles of Association is amended as follows:

## **I. the primary Article 2 of Articles of Association:**

The provisions of Article 2: The company's name is Spreadtrum International (Shanghai) Limited Co.

Now it is amended for Spreadtrum Communications Technology (Shanghai) Limited Co.

The primary Article 6 of Articles of Association:

## **II. The provisions of Article 6:**

The company's business scope is:

International trade, entrepot trade, trade between the enterprise and the free trade zone ;the processing wholesale of wireless mobile communication integrated circuits, baseband, radio frequency, multimedia and related digital TV chips, computer software, mobile communication protocol software and software of digital ; a commission agent (except auction) , import and export and other related businesses ;simple commercial processing within the bonded zone ;business consulting activities within the bonded zone (The commodities that involved with quota license management and special provisions management in accordance with relevant state regulations , but the license to operate with a permit to operate).

is amended to:

The company's business scope is:

Wireless mobile communications integrate circuit, base band, RF, multi-media chip and related digital television chip research and development; computer software, mobile communication protocol software, digital handing software research and development; provide related technical advice and service; above like products wholesale/importing and exporting, commission agent (except auction) and other related mating business; international trade, entrepot trade, trade between enterprises and trade agent in free trade zone; commercial simple processing in free trade zone; commercial consulting service in free trade zone. (Involve quota license management, specific regulated management products as per relevant provision ) (Involve licensing operation and permits required to operate)

**III. The primary Article 7 of Articles of Association:**

Article 7: Total investment of the company is \$0.5 million and the company registered capital is \$3.8 million dollars.

Now it is amended for: Total investment of the company is \$17.74 million and the company registered capital is \$9 million dollars.

**IV. The other terms remain unchanged.**

**The Name of Investor: Spreadtrum International Limited**

**Signature by the Legal Representative:**

A handwritten signature in black ink, appearing to be 'J. Meyer', written over a horizontal line.

Date: Jan. 24<sup>th</sup>, 2008

***Translation for Page 21 of 34***

## The Documents Required by Legal Representative Alteration Registration of Foreign Invested Company

Order Number	File Name	Caption
1	The Application for Registration of Alteration (Record) of Foreign Invested Company	Original
2	According to the resolution or decision making	Original
3	The removal documents of the former legal representative and the appointment documents of the new legal representative	Original
4	The registration form of the new legal representative	Original
5	The examination opinions of the legal representative	Original
6	The Business License and its copies, IC card (electronic business license)	Original
7	The approval documents of the Examination and Approval Authorities	Original
8	Other relevant documents	

### The Specification Requirements:

1. The application must be filled in clearly with the pen that fill in black or blue-black ink or sign pen.
2. The documents submitted does not indicate the original copies, can submit to the applicant, but the signature or seal.
3. Submit documents such as above, need to refer to foreign Chinese translation, and affix the translation unit seal.
4. While many changes (record) application, the same materials simply submit one copy.
5. Article 2 refers to Companies 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 Contractual Joint Ventures, Law of the People's Republic of China on Foreign-Capital Enterprises, and the company's articles of association of the resolution or decision making, the content and the resolution or decision of items that apply, Constitution stipulates the legal representative appointed, not need to submit the resolution or decision.
6. Article 3 the legal representative shall conform to the relevant articles

- produces vote, assign, designate or appoint or employ such way.
7. Article 7 a finance, securities, insurance company should submit alteration legal representative of the approval documents of the supervision department.

<b>The Former Legal Representative</b>	<b>The Legal Representative After Change</b>
PING WU	LIYOU LEO LI

***Translation for Page 22 of 34***

**Executive Directors Written Resolution of Spreadtrum Communications  
Technology Co., Ltd**

**Company directors hereby agree to a written resolution of the  
company as follows :**

- Resolution : Because the company legal representative has been  
changed from PING WU to LIYOU LEO LI, there is a  
change of articles and related terms.
- Resolution : Agree to appoint LIYOU LEO LI to represent Investors and  
be appointed executive director and company legal  
representative.
- Resolution : Based on the appointment of the above, the company will  
amend articles of association of the company and fulfill the  
relevant registration adjustments in the industrial and  
commercial administration departments.

**Executive Directors Signature:**

**Date: Dec. 24<sup>th</sup>, 2009**

***Translation for Page 23 of 34***

**Amendments to the Articles of Association of  
Spreadtrum Communications Technology (Shanghai) Co.,  
Ltd**

According to a written resolution of the company, the company's Articles of Association is amended as follows:

**I. The primary Article 2 of Articles of Association:**

The provisions of Article 2: The company's name is Spreadtrum Communications Technology (Shanghai) Co., Ltd

The Legal Address is: Room112, Xinxin BLDG , No.2005 Yanggao North Road,Waigaoqiao Free Trade District of Shanghai.

The Company Legal Representative: PING WU

The Investor: Spreadtrum International Limited

The Legal Representative of Investor: PING WU

Nationality: the United States of America (U.S.A.)

**Now it is amended to:**

Article 2: The company's name is Spreadtrum Communications Technology (Shanghai) Co., Ltd

The Company Legal Address for: Room 112,No. 2005 New Building, Yang Gao North Road, Waigaoqiao Free Trade Zone,Shanghai

The Company Legal Representative: LIYOU LEO LI

The Investor: Spreadtrum International Limited

The Corporate Seat: Hong Kong

The Legal Representative of Investor: LIYOU LEO LI

**II. The other terms remain unchanged.**

**The Investor: Spreadtrum International Limited**

Signature by the Legal Representative: 

Date: Jan.24<sup>th</sup>, 2008

Annual Inspection Report of Foreign-funded enterprise in 2007

Enterprise Name: Spreadtrum Communications Technology  
(Shanghai) Co. Ltd.

Business license Registration ID: 310115400187914

Redistration Authority: Pudong New Area, Shanghai Administration for  
Industry and Commerce Bureau

Date: 2008-05-08

**Prepared by Shanghai Administration of Industry and Commerce**

***Translation for Page 25 of 34***

## Declaration of Illegality and Relevant Circumstances of Enterprises

- 1. Enterprises change company names without the change of registration;
- 2. Enterprises change enterprise locations without the change of registration;
- 3. Enterprises change legal representatives without the change of registration;
- 4. Enterprises obtain the registration of enterprises by reporting untruthfully the registered capital;
- 5. Enterprises obtain the registration of enterprises by submitting false materials;
- 6. Founders or shareholders of enterprises don't contribute according to regulations;
- 7. Enterprises make investments abroad and establish enterprises but submit information about these events untruthfully;
- 8. Investors release or transfer funds after the establishment of enterprises;
- 9. Enterprises increase or reduce the registered capital without handling the change of registration according to the regulations;
- 10. Enterprises change the business scope approved for registration to carry out operation activities;
- 11. Enterprises do not handle the change of registration upon the expiration of the business period;
- 12. Limited liability companies do not handle the change of registration in case of changes of founders or stock rights;
- 13. Joint stock companies do not handle the change of registration in case of changes of founders or stock rights;
- 14. Enterprises do not report to the registration authority for record according to the regulations in the following situations: ① amendment to the Articles of Association but not involved with the items of registration; ② changes of directors, supervisors and managers; ③ proceeding to liquidation procedures and establishing the liquidation group; ④ setting up branches
- 15. Enterprises fabricate, alter, lease, lend, transfer or sell the Business License;
- 16. Enterprises take the liberty to set up branches without registration;
- 17. Enterprises do not open for business for more than 6 months or suspend the business more than 6 months by themselves;
- 18. Pre-approval licenses of permit and certificates are cancelled, suspended, withdrawn or ineffective;
- 19. Other activities which violate the industrial and administrative law and regulations.

Note: the above law-breaking ACTS related to exist, please tick in the "□" and make the detailed interpretations.

### Specific illegal activities and relevant circumstances:

--

### Relevant Information of Enterprises

National Tax Authorities	Shanghai Local Tax Bureau
Tax Registration Certificate No.	310115782447842
Code of Organization	782447842
Bank of Deposit (Basic Account)	Shanghai Pudong Development Bank
Account-open Bank Numbers	98840155300000793
The Enterprise Email Address	tina.dai @ spreadtrum.com



### Summary of Contribution of Capital

Aggregate Investment	\$17,740,000	
Registered Capital	China paid	\$9,000,000
	Foreign paid	
Paid-up capital	China contributed	
	Foreign contributed	\$9,000,000
Investment in 2008	China	
	Foreign	\$8,620,000
Actual investment in 2008	China	
	Foreign	\$8,620,000
State-owned assets paid by the Chinese side		

### Operating Summary for 2007

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) revenue	850,894,270	Include: service operation income		
Domestic sale volume		Include: service operation volume		
Total profit	34,106,558	Net profit		29,492,212
Loss		Total tax payment		
Total assets	495,647,319	Include: long term investment		
Total liabilities	463,142,477	Include: long term liabilities		

**Translation for Page 27 of 34**

**Shanghai Foreign Investment Enterprise Accounting Statements in 2007 (Balance Sheet)**

Name of enterprise

Enterprise name: Shanghai Communications Technology (Shanghai) Co. Ltd 12/31/2007

Monetary Unit: Yuan

Item	Line No.	Opening Balance	Balance at end of the year	Item	Line No.	Opening Balance	Balance at end of the year
<b>Current assets</b>	1			<b>Current Liabilities</b>	47		
Cash and equivalents	2	3,085,425.50	307,775,150.15	Short-term borrowing	48		
□ Transaction monetary assets	3			△ Transaction financial liabilities	49		
# Short-term investment	4			# Warrant payable	50		
Notes receivable	5			Notes payable	51		
Accounts receivable	6		13,823,955.55	Account payable	52	87,403.00	129,438,228.57
Advance payment	7	19,846.16	20,540.54	Account collected in advance	53		3,993,442.72
Dividend receivable	8			Wages owed to employees	54		
Interest receivable	9			Including: Accrued wages	55		
Other receivables	10			Welfare funds payable	56		
				Including: Staff, workers' bonus and welfare	57		
Inventory	11		171,621,613.01	Tax due	58	7,848.88	8,266,254.47
Including:raw and processed material	12			Including: Tax payable	59	7,848.88	8,266,254.97
Commodity stocks (Finished goods)	13			Accrued interest payable	60		
Non-current assets due within one year	14			Dividends payable	61		320,007,743.82
Other current assets	15		1,164,354.19	Other payables	62		
Total current assets	16	3,105,271.66	494,405,613.44	Non-current liabilities due within one year	63		
Non-current assets	17			Other current liabilities	64	4,755.66	1,436,807.44
□ Available-for-sale financial assets	18			Total current liabilities	65	100,007.54	463,142,477.46
□ Held-to-maturity investment	19			Non-current liabilities	66		
# Long-term debt investment	20			Long-term loans	67		
□ Long-term account receivable	21			Bonds payable	68		
Long-term equity investments	22			Long-term payables	69		
# Circulation of non-tradable shares	23			Special payable	70		
□ Investment real estate	24			Accrued liabilities	71		
Original value of fixed assets	25	7,366.00	7,366.00	△ Deferred income tax liabilities	72		
Less: Accumulated depreciation	26		1,612.46	# Deferred taxation credit	73		
Net value of fixed assets	27	7,366.00	5,753.54	Other non-current liabilities	74		
Less: Impairment for fixed assets	28			Including: Fund reserve specifically authorized	75		
Net Fixed Assets	29			Total non-current liabilities	76		
Construction in progress	30			Total liabilities	77	100,007.54	463,142,477.46
Project goods and material	31			Owners(shareholders)' equity	78		
Liquidation of fixed assets	32			Paid-in capital (sharecapital)	79		
□ Productive biological assets	33			National capital	80		
□ Oil and gas assets	34			Collective capital	81		
Intangible assets	35			Legal person's capital	82		
Including:Land-use right	36			Including: State-owned legal person's capital	83		
□ Development expenditure	37			Collective legal person's capital	84		
□ Goodwill	38			Personal capital	85		
# Consolidated price differences	39			Foreign businessmen's capital	86	3,076,974.00	3,076,974.00
Long-term prepaid expense (Deferred asset)	40			Less: Investments returned	87		
□ Deferred income tax assets	41			Pain-in capital (share capital) net	88		
# Deferred assets debits	42		1,235,952.78	Capital reserves	89		
Other non-current assets (Other)	43			Less: Treasury stock	90		
Including: Charactered material reserve	44			Surplus reserves	91		
Total non-current assets	45	7,366.00	1,241,706.32	Including: commonwealth funds	92		
				Free surplus reserves	93		
				Reserve fund	94		
				Enterprise expansion fund	95		
				Retained profits into investor	96		
				△ Generic Risk Reserve	97		
				# Unrealised investment losses	98		
				Undistributed profits	99	-64,343.88	29,427,868.25
				Including:Cash dividends	100		
				*Currency translation differences	101		
				Equity attributable to common	102	3,012,630.12	32,504,842.25
				*Minority stockholder's interest	103		
				Total owners(shareholders)' equity	104	3,012,630.12	32,504,842.25
				# Less: loss of assets	105		
				Total equity (remove asset loss)	106		
Total assets	46	3,112,637.66	495,647,319.71	Total liabilities and owners (shareholders)' equity	107	3,112,637.66	495,647,319.71

Note: "" is for consolidated financial statements; "□" is to indicate New Accounting Standards; "# " is to carry out Enterprise Accounting System.

Shanghai Foreign Investment Enterprise Accounting Statements in 2007 (Income Statement)

Name of enterprise: Spreadtrum Communications Technology (Shanghai) Co Ltd

In 2007

Monetary Unit: Yuan

Item	Line No.	Current Period	Prior Period	Item	Line No.	Current Period	Prior Period
1. Gross revenue	1	850,894,270.66	918,803.42	Others	19		
Including: Operating revenue	2		1,075,000.00	Add: Changes of fair value of assets (Loss with "-")	20		7,356.00
Including: Main operating revenue	3			Investment income (Loss with "-"-filling in)	21		
Other operating income	4			ventures	22		7,356.00
2. General operating cost	5	816,787,711.95	983,147.30	3. Operating profit (Loss with "-"-filling in)	23	34,106,558.71	-64,343.88
Including: Operating cost	6	735,492,553.40	872,863.25	Add: Nonbusiness income	24		
Including: Cost of main business	7	735,492,553.40	872,863.25	Including: Non-current assets disposal income	25		
Other operating cost	8			Nonmonetary assets income (Non-cash)	26		
Business tariff and annex	9	119,615.81	n.a.	Government grants (Subsidize revenue)	27		
Selling expense	10			Gains from debt restructuring	28		
Administrative expenses	11	83,239,946.15	n.a.	Less: Non-business expenditure	29		
Including: Business entertainment	12	85,040.01		Including: Losses on disposal of non-current assets	30		
Research and development expense	13			Losses on nonmonetary assets exchange (Non-cash)	31		
Finance charge	14	-2,064,403.41	n.a.	Losses from debt restructuring	32		
Including: Interest exchange	15			4. Total profit (Loss with "-")	33	34,106,558.71	-64,343.88
Interest received	16			Less : Income tax expense	34	4,614,346.58	18,825.50
Exchange net loss (Net income with "+")	17			Add: # unidentified loss of investment	35		
△loss from asset devaluation	18			5. Net income (Net loss with "-")	36	29,492,212.13	-64,343.88

Annual Inspection Report of Foreign-funded enterprise for  
2008

Enterprise Name: Spreadtrum Communications Technology  
(Shanghai) Co. Ltd.

Business license Registration ID: 310115400187914

Redistration Authority: Pudong New Area, Shanghai Administration for  
Industry and Commerce Bureau

Date: 2009-05-19

**Prepared by Shanghai Administration of Industry and Commerce**

***Translation for Page 30 of 34***

### Enterprise Information

National Tax Authorities	Shanghai State Tax Bureau	Tax Registration Certificate No.	310115782447842
Local Tax Authorities	Shanghai Local Tax Bureau	Tax Registration Certificate No.	310115782447842
Bank of Deposit (Basic Account)	Shanghai Pudong Development Bank Jinqiao branch	Account-open Bank No.	076305-98840155300000793
Code of Organization	782447842	The Enterprise Email Address	

### Summary of Contribution of Capital

Aggregate Investment	\$9,000,000	
Registered Capital	China paid	\$9,000,000
	Foreign paid	
Paid-up capital	China contributed	
	Foreign contributed	\$9,000,000
Investment in 2008	China	
	Foreign	\$8,620,000
Actual investment in 2008	China	
	Foreign	\$8,620,000
State-owned assets paid by the Chinese side		

### Translation for Page 31 of 34

#### 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) revenue	628,408,735	Include: service operation income		
Domestic sale volume		Include: service operation volume		
Total profit	23,479,533	Net profit		18,357,882
Loss		Total tax payment		5,356,034
Total assets	156,165,103	Include: long term investment		7,991,932
Total liabilities	44,798,599	Include: long term liabilities		

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



I hereby confirm and promise that all the contents contained in the annual inspection report do not contain any fraudulent information and all the financial statements and other materials submitted are true and effective, and that I'm willing to bear any legal and related responsibilities caused due to the inaccuracy of such documents.

Signature of legal representative:



Enterprise Seal:  
2009-05-01

**Translation for Page 32 of 34**

Shanghai Foreign Investment Enterprise Accounting Statements in 2008 (Balance Sheet)

Enterprise name: Shanghai Communications Technology (Shanghai) Co. Ltd 12/31/2008

Monetary Unit: Yuan

Item	Line No.	Balance at end of the year	Opening balance	Item	Line No.	Balance at end of the year	Opening balance
<b>Current assets</b>	1			<b>Current Liabilities</b>	47		
Cash and equivalents	2	32,835,286.68	307,775,150.15	Short-term borrowing	48		
□ Transaction monetary assets	3			△ Transaction financial liabilities	49		
# Short-term investment	4			# Warrant payable	50		
Notes receivable	5			Notes payable	51		
Accounts receivable	6	38,070,567.34	13,823,955.55	Account payable	52	1,585,644.01	129,468,228.51
Advance payment	7			Account collected in advance	53	27,660.15	3,993,442.72
Dividend receivable	8			Wages owed to employees	54		
Interest receivable	9			Including: Accrued wages	55		
Other receivables	10	11,594.42	20,540.54	Welfare funds payable	56		
Inventory	11	76,840,501.66	171,621,613.01	Including: Staff, workers' bonus and welfare	57		
Including:raw and processed material	12			Tax due	58	3,891,653.11	8,266,254.87
Commodity stocks (Finished goods)	13			Including: Tax payable	59	3,891,653.11	8,266,254.87
Non-current assets due within one year	14			Accrued interest payable	60		
Other current assets	15	510,998.03	1,164,354.19	Dividends payable	61		
Total current assets	16			Other payables	62	39,141,825.49	320,007,743.82
<b>Non-current assets:</b>	17			Non-current liabilities due within one year	63		
□ Available-for-sale financial assets	18			Other current liabilities	64	151,815.95	1,436,207.44
□ Held-to-maturity investment	19			Total current liabilities	65	44,798,598.71	463,142,477.46
# Long-term debt investment	20			Non-current liabilities	66		
□ Long-term account receivable	21			Long-term loans	67		
Long-term equity investments	22	7,891,931.59		Bonds payable	68		
# Circulation of non-tradable shares	23			Long-term payables	69		
□ Investment real estate	24			Special payable	70		
Original value of fixed assets	25	6,447.15	7,366.00	Accrued liabilities	71		
Less: Accumulated depreciation	26	2,234.12	1,612.46	△ Deferred income tax liabilities	72		
Net value of fixed assets	27	4,222.83	5,753.54	# Deferred taxation credit	73		
Less: Impairment for fixed assets	28			Other non-current liabilities	74		
Net Fixed Assets	29	4,222.83	5,753.54	Including: Fund reserve specifically authorized	75		
Construction in progress	30			Total non-current liabilities	76		
Project goods and material	31			Total liabilities	77	44,798,598.71	463,142,477.46
Liquidation of fixed assets	32			Owners'(shareholders)' equity	78		
□ Productive biological assets	33			Paid-in capital (sharecapital)	79	63,580,754.00	3,076,874.00
□ Oil and gas assets	34			National capital	80		
Intangible assets	35			Collective capital	81		
Including:Land-use right	36			Legal person's capital	82		
□ Development expenditure	37			Including: State-owned legal person's capital	83		
□ Goodwill	38			Collective legal person's capital	84		
# Consolidated price differences	39			Personal capital	85		
Long-term prepaid expense (Deferred assets)	40			Foreign businessmen's capital	86	63,580,754.00	3,076,974.00
□ Deferred income tax assets	41			Less: Investments returned	87		
# Deferred assets debits	42			Pain-in capital (share capital) net	88		
Other non-current assets (Other long-term a	43		1,235,952.78	Capital reserves	89		
Including: Charactered material reserve	44			Less: Treasury stock	90		
Total non-current assets	45	7,886,154.42	1,241,706.32	Surplus reserves	91		
				Including: commonwealth funds	92		
				Free surplus reserves	93		
				Reserve fund	94		
				Enterprise expansion fund	95		
				Retained profits into investor	96		
				# Unrealised investment losses (Fill in "-")	97		
				Undistributed profits	98	47,785,749.84	29,427,868.25
				Including:Cash dividends□	99		
				*Converted difference in Foreign Currency Statements	100		
				Equity attributable to equity holders of the Company	101	111,366,503.84	32,504,842.25
				*minority stockholder's interest	102		
				Total owners'(shareholders)' equity	103	111,366,503.84	32,504,842.55
				# Less: loss of assets	104		
				Shareholders' equity (Remove amount of loss of assets)	105	111,366,503.84	32,504,842.25
Total assets	46	156,165,102.55	495,647,319.71	Total liabilities and owners (shareholders)' equity	106	156,165,102.55	495,647,319.71

Note: " \* " is for consolidated financial statements; " △ " is to signify New Accounting Standards; Using " # " is to carry out Enterprise Accounting System.

# Shanghai Foreign Investment Enterprise Accounting Statements in 2008 (Income Statement)

Name of enterprise: Spreadtrum Communications Technology (Shanghai) Co Ltd In 2008

Moneary Unit: Yuan

Item	Line No.	Current Period	Prior Period	Item	Line No.	Current Period	Prior Period
1. Gross revenue	1	628,408,734.79	850,894,270.66	Add: Changes of fair value of assets (Loss with "-")	20		
Including: Operating revenue	2	628,408,734.79	850,894,270.66	Investment income (Loss with "-"filling in)	21		
Including: Main operating revenue	3	628,408,734.79	850,894,270.66	Including: Share of profit of associates and jointly ventures	22		
Other operating income	4			3. Operating profit (Loss with "-"filling in)	23	23,399,313.62	34,106,558.71
2. General operating cost	5	605,009,421.17	816,287,711.85	Add: Nonbusiness income	24	80,219.07	
Including: Operating cost	6	560,614,365.76	735,492,553.40	Including: Non-current assets disposal income	25		
Including: Cost of main business	7	560,614,865.76	735,497,553.40	Nonmonetary assets income (Non-cash)	26		
Other operating cost	8			Government grants (Subsidize revenue)	27		
Business tariff and annex	9	234,383.18	119,615.81	Gains from debt restructuring	28		
Selling expense	10			Less: Non-business expenditure	29		
Administrative expenses	11	45,614,010.64	83,239,946.15	Including: Losses on disposal of non-current assets	30		
Including: Business entertainment	12	139,874.06	85,040.01	Losses on nonmonetary assets exchange (Non-cash)	31		
Research and development expense	13			Losses from debt restructuring	32		
Finance charge	14	-1,453,338.41	-2,064,403.41	4. Total profit (Loss with "-")	33	23,479,532.69	34,106,558.71
Including: Interest exchange	15			Less : Income tax expense	34	5,121,651.18	4,614,346.58
Interest received	16	903,327.03		Add: # unidentified loss of investment	35		
Exchange net loss (Net income with "+")	17	-550,511.38		5. Net income (Net loss with "-")	36	18,357,881.59	29,492,219.13
△loss from asset devaluation	18			Less : Minority stockholder's interest	37		
Others	19			6. Owners Net Profit Attributable To Parent	38	18,357,881.51	29,492,212.13