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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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**If you are in any doubt** as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

**If you have sold or transferred** all your Shares in Advanced Semiconductor Manufacturing Corporation Limited, you should at once hand this circular and the accompanying proxy form to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED****上海先進半導體製造股份有限公司**

*(A foreign invested joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 03355)**

**ELECTION OF NON-EXECUTIVE DIRECTOR,  
REDUCTION OF ADMINISTRATIVE SUBSIDIES  
FOR NON-EXECUTIVE DIRECTORS  
(EXCLUDING INDEPENDENT NON-EXECUTIVE DIRECTORS)  
AND SHAREHOLDER REPRESENTATIVE SUPERVISORS,  
GENERAL MANDATE TO ISSUE SHARES  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

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A notice convening an annual general meeting of the Company to be held at 11 a.m. on 21 May 2009 at VIP Hall, 3rd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the People's Republic of China ("AGM") is set out in this circular.

If you intend to appoint a proxy to attend the AGM, you are required to complete and return the accompanying proxy form in accordance with the instructions printed thereon. For holders of H-Shares, the proxy form should be returned to Computershare Hong Kong Investor Services Limited and for holders of non-H-Shares, the proxy form should be returned to the Company's Board Secretariat in person or by post as soon as possible and in any event not less than 24 hours before the time appointed for holding the AGM or any adjourned meeting thereof. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM or at any adjourned meeting should you so wish.

If you intend to attend the AGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 1 May 2009.

3 April 2009

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## CONTENTS

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		<i>Page</i>
<b>Definitions</b>	.....	1
<b>Letter from the Board</b>	.....	3
<b>Appendix I</b>	— <b>Biography of the Candidate for the Non-executive Director</b> .....	7
<b>Appendix II</b>	— <b>Service Contract For Non-executive Director</b> .....	8
<b>Appendix III</b>	— <b>Proposed Remuneration for the Non-executive Director</b> .....	16
<b>Appendix IV</b>	— <b>Revision to the Remuneration for the Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors</b> .....	17
<b>Appendix V</b>	— <b>Notice of Annual General Meeting</b> .....	18

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## DEFINITIONS

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*In this circular, unless the context otherwise requires, the following expressions have the following meanings:-*

“AGM”	the annual general meeting of the Company to be held at 11 a.m. on 21 May 2009 at VIP Hall, 3rd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the People’s Republic of China
“AGM Notice”	the notice of AGM
“Articles of Association”	the articles of association of the Company, as amended, modified or otherwise supplemented from time to time
“Company”	Advanced Semiconductor Manufacturing Corporation Limited, a foreign invested joint stock company incorporated in the People’s Republic of China with limited liability, the H-Shares of which are listed on the Stock Exchange
“Director(s)” or “Board”	the director(s) of the Company
“Non-executive Director(s)”	the non-executive director(s) of the Company
“Independent Non-executive Director(s)”	the independent non-executive director(s) of the Company
“Domestic Share(s)”	the Shares which are subscribed for and/or credited as paid up in Renminbi by PRC nationals and/or PRC corporate entities
“General Mandate”	a general mandate proposed to be granted to the Directors at AGM to issue Domestic Shares and H-Shares representing up to the limit of 20% of each of the aggregate nominal values of the Domestic Shares and H-Shares respectively in issue on the date of passing the related resolution
“H-Share(s)”	the Share(s) which have been admitted for listing on the Stock Exchange, for the purpose of this circular, including those held by NXP B.V. and SCIP (HK) Limited
“non-H-share(s)”	The Share(s) other than H-share(s) as defined above
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China, but for the purposes of this circular only, excludes Hong Kong, Macau and Taiwan
“RMB”	Renminbi, the lawful currency of PRC

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## DEFINITIONS

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“Service Contract For Non-executive Director”	the service contract to be entered into between the Non-executive Director and the Company for his term of office from the date of the AGM to 1 March 2010
“Shareholder(s)”	holder(s) of the Shares in the registers of members of the Company as from time to time
“Shareholder Representative Supervisor(s)”	the Supervisor(s) representing the Shareholders
“Share(s)”	ordinary share(s) of RMB one (1) yuan each in the share capital of the Company, including both the H-Shares and the non-H-Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

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LETTER FROM THE BOARD

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**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED**

**上海先進半導體製造股份有限公司**

*(A foreign invested joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 03355)**

***Executive Directors:***

Mr. ZHOU Weiping

Ms. CHENG Jianyu

***Non-executive Directors:***

Dr. CHEN Jianming

Mr. ZHU Jian

Mr. Christopher Paul BELDEN

Mr. YEH Yi Liang

Mr. ZHU Peiyi

***Registered Office:***

385 Hong Cao Road

Shanghai 200233

PRC

***Principal Office in Hong Kong:***

8th Floor, Gloucester Tower

The Landmark

15 Queen's Road Central

Hong Kong

***Independent Non-executive Directors:***

Mr. Thaddeus Thomas BECZAK

Mr. James Arthur WATKINS

Dr. SHEN Weijia

3 April 2009

*To the Shareholders*

Dear Sir or Madam,

**ELECTION OF NON-EXECUTIVE DIRECTOR,  
REDUCTION OF ADMINISTRATIVE SUBSIDIES  
FOR NON-EXECUTIVE DIRECTORS  
(EXCLUDING INDEPENDENT NON-EXECUTIVE DIRECTORS)  
AND SHAREHOLDER REPRESENTATIVE SUPERVISORS,  
GENERAL MANDATE TO ISSUE SHARES  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

**INTRODUCTION**

The purpose of this circular is to give you the AGM Notice and provide you with all the information reasonably necessary to enable you to make an informed decision on whether to vote for or against the proposed resolutions at the AGM.

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## LETTER FROM THE BOARD

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At the AGM, among other things, a special resolution will be proposed to approve the grant of the General Mandate to the Directors to enable them to allot, issue and otherwise deal with additional Domestic Shares and H-Shares of the Company up to the limit of 20% of each of the aggregate nominal values of the Domestic Shares and H-Shares of the Company respectively in issue on the date of passing such resolution.

### **ELECTION OF NON-EXECUTIVE DIRECTOR**

Mr. SUN Zhen has resigned as a Non-executive Director of the Company with effect from 25 March 2009 due to change of his job duties. According to the provisions of the Listing Rules, his resignation has been announced on the websites of the Stock Exchange and the Company with the approval of the Board.

Pursuant to relevant provisions of the Company's Articles of Association, the Board of Directors shall consist of eleven (11) Directors. The minimum length of the period, during which notice to the Company of the intention to propose a person for election as a Director, and during which notice to the Company by such person of his willingness to be elected may be given, will be at least 7 days and the period for lodgment of the notices to the Company of the intention to propose a person for election as a Director will commence no earlier than the day after the despatch of the notice of the meeting appointed for such election and end no later than 7 days prior to the date of such meeting.

Therefore, the Board resolved to elect a Non-executive Director to fill the vacancy caused by the resignation of Mr. SUN Zhen, whose tenure will end at 1 March 2010, and to consider the application of the Service Contract For Non-executive Director to him and his remuneration at the AGM.

Having due regard to the need for a balance of skills and experience required for promoting the success of the Company and for directing the Company's affairs, the Board hereby recommends Mr. LI Zhi as a Non-executive Director of the second session of the Board of Directors. His biography is set out in detail in Appendix I; the proposed Service Contract For Non-executive Director is set out in Appendix II; and the proposed remuneration for Non-executive Director is set out in Appendix III.

### **REDUCTION OF ADMINISTRATIVE SUBSIDIES FOR NON-EXECUTIVE DIRECTORS (EXCLUDING INDEPENDENT NON-EXECUTIVE DIRECTORS) AND SHAREHOLDER REPRESENTATIVE SUPERVISORS**

The remuneration for each of Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors consists of administrative subsidies only, at an amount of HK\$200,000 per annum. Due to the recent economic downturns, the Board decided to further variablize the Company's cost structure. An ordinary resolution will be proposed to approve the proposal of a 50% reduction of administrative subsidies for all existing Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors for a period of eleven months from 1 April 2009 to 1 March 2010 (ie., the expiry date of service contract) at the AGM. The remuneration amendment is set out in Appendix IV.

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## LETTER FROM THE BOARD

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### GENERAL MANDATE TO ISSUE SHARES

To ensure flexibility and discretion to the Directors to issue new Shares when it becomes desirable, the Company proposes to grant the General Mandate to the Directors to allot, issue and otherwise deal with additional Domestic Shares and H-Shares of the Company up to the limit of 20% of each of the aggregate nominal values of the Domestic Shares and H-Shares of the Company respectively in issue on the date of passing such resolution. As at the date of this circular, the issued share capital of the Company comprised 390,250,016 Domestic Shares and 1,131,333,472 H-Shares. Subject to the passing of the granting of General Mandate and on the basis that no further Shares are issued before the AGM, the Company will be allowed to issue a maximum of 78,050,003 Domestic Shares and 226,266,694 H-Shares. The mandate shall be effective until the earliest of: (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association of the Company or other applicable laws to be held; or (iii) the revocation or variation of the authority given under this resolution by a special resolution of the Company in general meeting. Any exercise of the power by the Directors under the General Mandate shall comply with the relevant requirements of the Listing Rules, the Articles of Association and the applicable laws and regulations of the PRC. The Board has no plan to issue new Shares pursuant to the General Mandate at present.

### FORMS OF PROXY

Any Shareholder who is entitled to attend and vote at a general meeting of the Company shall be entitled to appoint one (1) or more persons (whether such person is a Shareholder or not) as his proxies to attend and vote on his behalf.

The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a legal entity, either under seal or under the hand of a director or an authorised person or a duly authorised attorney of the legal entity. The letter of authorisation shall contain the number of the Shares to be represented by the proxy. If several persons are authorised as the proxies of the Shareholder, the letter of authorisation shall specify the number of Shares to be represented by each proxy.

The instrument appointing a voting proxy and, if such instrument is signed by a person under a power of attorney or other authority on behalf of the appointor, a notarially certified copy of that power of attorney or other authority shall be deposited at Computershare Hong Kong Investor Services Limited (in respect of holders of H-Shares) or at the Company's Board Secretariat (in respect of holders of non-H-Shares) in person or by post not less than 24 hours before the time fixed for holding the AGM or any adjournment thereof (as the case may be). The address of Computershare Hong Kong Investor Services Limited is Rooms 1806-1807, 18th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong. The address of the Company's Board Secretariat is 385 Hong Cao Road, Shanghai 200233, PRC.

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## LETTER FROM THE BOARD

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### REPLY SLIP

If you intend to attend the AGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 1 May 2009.

### VOTING BY POLL

Pursuant to Rule 13.39 of the Listing Rules, all votes of the Shareholders at the general meetings must be taken by poll. The Chairman of the meeting will therefore demand a poll for every resolution put to the vote of the AGM pursuant to Article 73 of the Company's Articles of Association.

### RECOMMENDATION

The Board considers that (i) appointing the proposed candidate as Non-executive Director, entering into the relevant service contract and approving the recommended remuneration; (ii) approving the reduction of the administrative subsidies for all existing Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors; and (iii) the special resolution in relation to the proposed grant of the General Mandate are all in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the resolutions to be proposed at the AGM as set out in the AGM Notice.

Yours Faithfully,  
By Order of the Board  
**Advanced Semiconductor Manufacturing Corporation Limited**  
**Chen Jianming**  
*Chairman*

Subject to the Shareholders' approval at the AGM, Mr. LI Zhi will enter into a Service Contract For Non-executive Director as set out in Appendix II of the Circular with the Company for a term from the date of the AGM to 1 March 2010 and will be entitled to a remuneration as set out in Appendix III of the Circular.

As at the date of the Circular, Mr. LI Zhi does not have any interest in shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

Save as disclosed herein, Mr. LI Zhi has no relationship with any Directors, Supervisors, senior management, substantial or controlling Shareholders of the Company and did not hold any directorship with any listed companies in the last three years.

In addition, there is no other matter that needs to be brought to the attention of the Shareholders of the Company and there is no information relating to Mr. LI Zhi which is required to be disclosed pursuant to any of the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules.

**Non-executive Director Candidate:**

**Mr. LI Zhi**, age 46, is a candidate for Non-executive Director of the second session of the Company's Board of Directors.

From 1994 to 1995, Mr. LI Zhi served as the secretary (deputy division chief) of general manager office of China Electronics Corporation. From 1995 to 1998, Mr. LI served as the secretary (deputy division chief) of general office of minister of the Ministry of Electronic Industry. From 1998 to 2003, Mr. LI was appointed as the head of general administration department of Beijing Huahong NEC Integrated Circuit Design Co., Ltd.. From 2003 to 2005, Mr. LI was appointed as the assistant general manager and head of administration and legal department of Beijing Huahong Integrated Circuit Design Co., Ltd.. From July 2005 to March 2009, Mr. LI was appointed as the board secretary of Huahong Semiconductor Co., Ltd. and Shanghai Huahong NEC Electronics Co., Ltd., and from August 2005 to March 2009, Mr. LI was appointed as the director of board secretariat (ie., the board secretary) of Shanghai Huahong (Group) Co., Ltd.. Since March 2009, Mr. LI was appointed as executive vice president of Shanghai Belling Corporation Limited.

Mr. LI received an executive master of business administration degree from University of Texas at Arlington in 2006.

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**APPENDIX II      SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR**

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\_\_\_\_\_ 2009

**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED**

**And**

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**SERVICE CONTRACT FOR  
NON-EXECUTIVE DIRECTOR**

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**CONTENTS**

<b>CLAUSE</b>	<b>PAGE</b>
Service Contract for Non-executive Director . . . . .	10
1. Appointment and Duties . . . . .	10
2. Term of the Contract . . . . .	10
3. Restrictions on Other Activities of the Non-executive Director . . . . .	10
4. Remuneration . . . . .	12
5. Undertakings . . . . .	12
6. Termination . . . . .	13
7. Arbitration . . . . .	14
8. Non-Transferable . . . . .	14
9. Miscellaneous . . . . .	15
10. Effectiveness of the Contract . . . . .	15
11. Governing Law . . . . .	15

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**APPENDIX II SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR**

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**Service Contract for Non-executive Director**

**THIS CONTRACT** is made on \_\_\_\_\_:

**Between:**

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and \_\_\_\_\_ (the *Non-executive Director*) of \_\_\_\_\_.

**IT IS AGREED THAT:****1. APPOINTMENT AND DUTIES**

- 1.1 The Company has appointed the Non-executive director as a non-executive director of the Company's second session of the Board of Directors at its Annual General Meeting held on \_\_\_\_\_. The Non-executive Director undertakes that during the term of this contract (the *Contract*), the Non-executive Director shall do his best to perform the duties to be assigned to him by the Company pursuant to the Contract.
- 1.2 The Non-executive Director shall make himself readily available in connection with his role as a non-executive director of the Company, including attendance of meetings of the directors of the Company in Shanghai in the People's Republic of China or in such other places as the Company may from time to time determine.

**2. TERM OF THE CONTRACT**

- 2.1 The term of the Contract shall start from \_\_\_\_\_ and end on 1 March 2010 (the *Term*), subject to the early termination of the Contract in accordance with the provisions of Clause 6 of the Contract. At the expiry of the Term, the Company and the Non-executive Director may renew the employment in accordance with the Articles of Association. The Company may forthwith terminate the Contract pursuant to Article 95 of the Articles of Association and Clause 6 of the Contract and the Non-executive Director may terminate the Contract by providing the Company a written notice three months in advance.

**3. RESTRICTIONS ON OTHER ACTIVITIES OF THE NON-EXECUTIVE DIRECTOR**

- 3.1 During the Term, save for matters disclosed in his Form H (as defined below) dated \_\_\_\_\_, the Non-executive Director shall promptly inform the Company in writing as to any other business which may from time to time compete with, or tend to compete with, the businesses carried out by the Company, its subsidiaries or any other entity in which the Company has a direct or indirect interest (together with the

Company, the **Group**), (i) in which the Non-executive Director is engaged, (ii) the conduct of which he is concerned, or (iii) by which he is employed, directly or indirectly. For the avoidance of doubt, the Non-executive Director shall not be restricted from owning (directly or through any agent) not more than five per cent of the shares of any company listed on a stock exchange which competes, or intends to compete, with the Company's businesses.

3.2 The Non-executive Director, during the Term and for a period of five years after the termination of the Non-executive Director's employment, shall not disclose (unless otherwise specified by this Clause and by the Articles of Association):

- (a) information related with the transactions, businesses, products, expertise, science and technology, accounts, finance, clients or any other secret or internal information on other issues of any member of the Group; or
- (b) any secret or internal information on the procedures or inventions found or made by the Non-executive Director during the term of the employment or used by any member of the Group; or
- (c) any secret or internal information any member of the Group is required to keep confidential by any third party (during the confidentiality term as being agreed by any member of the Group and the third party),
  - (i) to any other person, except for such persons who have a right to know any of the above information; or
  - (ii) make use of any of the above information for private purpose; or
  - (iii) disclose any of the above information without proper authorisation in a manner that fails to take into account any necessary prudence and care.

However, the above restrictions shall not apply to information or knowledge accessible or obtainable by the public (not including information that is accessible or obtainable due to the error of the Non-executive Director).

3.3 During the Term and for a period of two years after the termination of the employment, the Non-executive Director shall not:

- (a) solicit any client or supplier of any member of the Group or endeavour to entice any of them away from any member of the Group; or
- (b) solicit any director or senior employee of any member of the Group to leave his post or endeavour to entice any of them away from any member of the Group.

3.4 Any note, memo, record and document made by the Non-executive Director in relation with any business of any member of the Group shall remain the property of the relevant member of the Group and the Company may at any time request the Non-executive Director to provide to, or hand over to, the Company any such note, memo, record or document. When leaving his post due to any reason, the Non-executive Director must return all the above documents to the Company as soon as possible.

#### **4. REMUNERATION**

4.1 During the Term, the Company shall reimburse the Non-executive Director for all reasonable out-of-pocket expenses incurred in relation to the Non-executive Director's attendance at any of the Company's board meetings, including any travelling, transportation and accommodation expenses. In addition, the Company shall pay, monthly in 12 equal instalments, the Non-executive Director an amount of HK\$[●] per annum as administrative subsidies, [which, for PRC residents, shall be paid in Renminbi at the middle exchange rate announced by State Administration of Foreign Exchange on the payment date]. For the avoidance of doubt, the administrative subsidies for any year with less than 12 months shall be calculated on a pro rata basis.

#### **5. UNDERTAKINGS**

5.1 The Non-executive Director undertakes to the Company (and, in the case of (b) below, to the Company as agent for each shareholder of the Company) that during the Term, the Non-executive Director shall:

- (a) perform the duties required by the PRC Company Law;
- (b) observe and comply with his obligations to shareholders stipulated in the Articles of Association;
- (c) perform the duties pursuant to the terms specified on the Declaration and Undertaking (**Form H**) to be submitted to The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) and ensure that all of the statements contained in the Form H are true and accurate without any omission of any key information;
- (d) observe and comply with the provisions of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited promulgated from time to time by the Stock Exchange (the **Listing Rules**), as well as the Articles of Association, the provisions of the Company Law, the Regulations and other Chinese or local laws, regulations and rules in relation to the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
- (e) procure the Company to comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;

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## APPENDIX II SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR

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- (f) during his term of service as a director of the Company (and for a period of 12 months thereafter), promptly inform the Stock Exchange in writing upon the receipt of any notice issued by any administrative or governmental authorities, or upon litigation being brought against, or accusation made against, the Company or any of its affiliates or any of its directors with respect to breaches of the provisions of the Company Law, the Regulations and other laws, regulations and rules in relation with the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
- (g) observe and comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and any other securities related laws and regulations; exercise his powers and carry out his duties as the Company's director and procure the Company to comply with the above regulations, as well as other related laws and regulations; and
- (h) faithfully and diligently provide his services to the Company, as well as endeavour to promote the Company's businesses and interests and protect the Company's assets.

5.2 The Non-executive Director agrees that the Company shall have the remedies provided under the Articles of Association.

5.3 The Non-executive Director agrees that neither the Contract nor his position as non-executive director of the company is capable of assignment.

### 6. TERMINATION

6.1 In the event of the occurrence of any of the following, the Company shall have the right to dismiss the Non-executive Director from his position as non-executive director, in accordance with the Articles of Association, and the Non-executive Director shall not be entitled to receive any compensation:

- (a) the Non-executive Director, for no proper reason, is unable to, or fails to, or refuses to, efficiently and diligently perform his duties as non-executive director;
- (b) the Non-executive Director becomes incapacitated or bankrupt;
- (c) the Non-executive Director is convicted of any criminal offence, negligence, or neglect of duties;
- (d) the number of days on which the Non-executive Director fails to perform his duties during any period of 12 consecutive months due to poor health, accident or any other reason (except for circumstances under (b) above) is more than 180; or
- (e) the Non-executive Director breaches any provision of the Contract.

6.2 In the event that the Non-executive Director is dismissed as the Company's non-executive director by the shareholders of the Company in general meeting, in accordance with the Company's Articles of Association, the Contract shall be terminated automatically.

**7.    ARBITRATION**

- 7.1 Whenever any disputes or claims arise from the contract, the Company's Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Non-executive Director; and (ii) a holder of overseas listed foreign shares in the Company and the Non-executive Director, the parties concerned shall resolve such disputes and claims through arbitration.
- 7.2 Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, supervisors, manager or other officers of the Company or the Company, shall submit to arbitration.
- 7.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.
- 7.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.
- 7.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 7.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 7.1 above, unless otherwise provided by law or administrative regulations.
- 7.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 7.8 This agreement to arbitrate is made by the Non-executive Director with the Company on its own behalf and on behalf of each shareholder.
- 7.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

**8.    NON-TRANSFERABLE**

- 8.1 The Non-executive Director shall not transfer the Contract or his position to any other person.

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**APPENDIX II            SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR**

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**9. MISCELLANEOUS**

9.1 The expiry or termination of the Contract (regardless of the reason) shall not have any effect on the effectiveness of the provisions that are stipulated to survive such expiry or termination as specified in the Contract.

9.2 Each notice, demand or any other communication sent out in connection with the Contract shall be in writing and sent by hand or mail to the concerned parties at the addresses specified at the beginning of the Contract (or any other address as being notified by the recipient to the other party five days in advance).

Any notice, demand or any other communication sent to the address of the concerned party in the above form shall be deemed to be received on the arrival date.

**10. EFFECTIVENESS OF THE CONTRACT**

10.1 The Contract shall have four originals with each party holding two copies. Upon the execution by both parties and the affixation of the company seal by the Company, the Contract shall come into effect from the day on which the Non-executive Director's Term begins. Both the English and Chinese versions of the Contract shall be equally authentic and valid.

**11. GOVERNING LAW**

11.1 The Contract shall be governed by Chinese laws and regulations.

**SIGNED BY** )  
**ADVANCED SEMICONDUCTOR** )  
**MANUFACTURING** )  
**CORPORATION LIMITED** )  
**in the presence of:-** )

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

SIGNED BY \_\_\_\_\_ )  
in the presence of:- )

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

It has been proposed that: the remuneration for the Non-executive Director will consist of administrative subsidies only, at an amount of HK\$100,000 per annum. The above remuneration is determined at a market rate.

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**APPENDIX IV****REVISION TO THE REMUNERATION  
FOR THE NON-EXECUTIVE DIRECTORS (EXCLUDING  
INDEPENDENT NON-EXECUTIVE DIRECTORS) AND  
SHAREHOLDER REPRESENTATIVE SUPERVISORS**

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The remuneration for all existing Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors consists of administrative subsidies only, at an amount of HK\$200,000 per annum.

The proposed remuneration for all existing Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors will consist of administrative subsidies only, at an amount of HK\$100,000 per annum. The reduction will take effect from 1 April 2009 to 1 March 2010.

**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED****上海先進半導體製造股份有限公司**

*(A foreign invested joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 03355)**

**NOTICE OF ANNUAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an annual general meeting of Advanced Semiconductor Manufacturing Corporation Limited (the "Company") for the year ended 31 December 2008 will be held at VIP Hall, 3rd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the People's Republic of China (the "PRC") at 11 a.m. on 21 May 2009 (the "AGM") to consider and, if thought fit, pass the following resolutions. Unless otherwise indicated, capitalised terms used herein shall have the same meaning as those defined in the circular of the Company dated 3 April 2009 (the "Circular").

**ORDINARY RESOLUTIONS**

1. To consider and approve the appointment of Mr. LI Zhi as a Non-executive Director of the second session of the board of Directors with a term of office from the date of the AGM to 1 March 2010, the application of Service Contract For Non-executive Director (as set out in Appendix II of the Circular) between the Company and Mr. LI Zhi and his proposed remuneration (as set out in Appendix III of the Circular).
2. To consider and approve the proposal of a 50% reduction of administrative subsidies for all existing Non-executive Directors (excluding Independent Non-executive Directors) and Shareholder Representative Supervisors for a period of eleven months from 1 April 2009 to 1 March 2010 (ie., the expiry date of the service contract).
3. To consider and approve the report of the Directors of the Company for the year ended 31 December 2008.
4. To consider and approve the report of the Supervisory Committee of the Company for the year ended 31 December 2008.
5. To consider and approve the audited financial statements of the Company and the report of the auditors for the year ended 31 December 2008.
6. To consider and approve the profit distribution proposal of the Company (ie., no dividend being proposed) for the year ended 31 December 2008.

7. To consider and approve the appointment of Ernst & Young Hua Ming and Ernst & Young as the PRC and international auditors of the Company, respectively, to hold office until the conclusion of the next annual general meeting, and to authorise the Board to fix their remunerations.

**SPECIAL RESOLUTION**

8. To give a general mandate to the Board to issue, allot and deal with additional Domestic Shares not exceeding 20% of the Domestic Shares of the Company in issue and additional H-Shares not exceeding 20% of the H-Shares of the Company in issue and authorise the Board of Directors to make corresponding amendments to the Articles of Association as it thinks fit so as to reflect the new capital structure upon the allotment or issuance of shares:

**“THAT**

- (A) (a) subject to paragraph (c) and in accordance with the relevant requirements of the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited, the Articles of Association of the Company and the applicable laws and regulations of the People’s Republic of China, the exercise by the Board of Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with, either separately or concurrently, additional Domestic Shares and H-Shares of the Company and to make or grant offers, agreements, options and rights of exchange or conversion which might require the exercise of such powers be hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) shall authorise the Board of Directors during the Relevant Period to make or grant offers, agreements, options and rights of exchange or conversion which might require the exercise of such powers after the end of the Relevant Period (as hereinafter defined);
- (c) each of the aggregate nominal amounts of Domestic Shares and H-Shares authorized to be allotted, issued and dealt with or agreed conditionally or unconditionally to be allotted, issued and dealt with (whether pursuant to an option or otherwise) by the Board of Directors pursuant to the approval granted in paragraph (a) shall not exceed 20% of each of the aggregate nominal amounts of Domestic Shares and H-Shares of the Company respectively in issue at the date of passing this resolution, otherwise than pursuant to (i) a Rights Issue or (ii) any scrip dividend or similar arrangement providing for allotment of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the Articles of Association; and
- (d) for the purposes of this resolution:

“Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;

- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association of the Company or other applicable laws to be held; or
- (iii) the revocation or variation of the authority given to the Board of Directors under this resolution by passing of a special resolution of the Company in a general meeting.

“Rights Issue” means an offer of shares open for a period fixed by the Directors to holders of shares on the register on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in any territory outside Hong Kong) and an offer, allotment or issue of shares by way of rights shall be construed accordingly.

- (B) The Board of Directors be authorised to make corresponding amendments to the Articles of Association of the Company as it thinks fit so as to reflect the new capital structure upon the allotment or issuance of shares as provided in sub-paragraph (a) of paragraph (A) of this resolution.”

By Order of the Board  
**Advanced Semiconductor Manufacturing Corporation Limited**  
**Chen Jianming**  
*Chairman*

Shanghai, the PRC, 3 April 2009

**Notes:**

**(1) Closure of register of members and eligibility for attending the AGM**

To determine the list of Shareholders who have the right to attend the AGM, the register of members will be closed from 21 April 2009 to 21 May 2009 (both days inclusive) during which period, no transfer of Shares will be effected. Shareholders whose names appear on the register of members of the Company on 21 May 2009 are entitled to attend the AGM.

Holders of H-Shares who wish to attend the AGM but have not registered the transfer documents are required to deposit the transfer document together with the relevant share certificates at the H-Share registrar of the Company, Computershare Hong Kong Investor Services Limited, at Rooms 1712-16, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong no later than 4:30 p.m. on 20 April 2009.

**(2) Proxy**

Any Shareholder who is entitled to attend and vote at a general meeting of the Company shall be entitled to appoint one (1) or more persons (whether such person is a Shareholder or not) as his proxies to attend and vote on his behalf.

The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a legal entity, either under seal or under the hand of a director or an authorised person or a duly authorised attorney of the legal entity. The letter of authorization shall contain the number of the shares to be represented by the proxy. If several persons are authorised as the proxies of the Shareholder, the letter of authorization shall specify the number of shares to be represented by each proxy.

The instrument appointing a voting proxy and, if such instrument is signed by a person under a power of attorney or other authority on behalf of the appointor, a notarially certified copy of that power of attorney or other authority shall be deposited at Computershare Hong Kong Investor Services Limited (in respect of holders of H-Shares) or at the Company's Board Secretariat (in respect of holders of non-H-Shares) in person or by post not less than 24 hours before the time fixed for holding the AGM or any adjournment thereof (as the case may be). The address of Computershare Hong Kong Investor Services Limited is Rooms 1806-1807, 18th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong. The address of the Company's Board Secretariat is 385 Hong Cao Road, Shanghai 200233, the PRC.

**(3) Reply Slip**

If you intend to attend the AGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 1 May 2009.

**(4) Other business**

The AGM is expected to last for half a day. Shareholders (in person or by proxy) attending the AGM are responsible for their own transportation and accommodation expenses. Shareholders or their proxies attending the AGM shall produce their identity documents. The Company is entitled to deny attendance by any Shareholders or their proxies who fail to produce their identity documents.