NOT FOR DISTRIBUTION TO ANY PERSON LOCATED OR RESIDENT IN THE UNITED STATES OR ITALY. THIS NOTICE IS NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN THE UNITED STATES OR IN ANY OTHER JURISDICTION.

NOTICE OF A WRITTEN RESOLUTION

SUBEX LIMITED
(incorporated in the Republic of India with limited liability under the Indian Companies Act, 1956 with CIN L85110KA1994PLC016663)
(the **Company**)

US$98,700,000 5.00 per cent Convertible Unsecured Bonds due 2012 convertible into ordinary shares of Subex Limited (the Bonds) of which US$54,800,000 in principal amount remain outstanding

ISIN: XS0455343672

SUBEX LIMITED SEEKS BONDHOLDER APPROVAL FOR ORDINARY RESOLUTION

Background

Pursuant to Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*) of the terms and conditions of the Bonds (the **Conditions**), the Company has undertaken that, *inter alia*, save in certain circumstances, it will not incur additional Relevant Indebtedness without the approval of an Ordinary Resolution if immediately following the incurrence of such additional Relevant Indebtedness the aggregate quantum of the Group's Relevant Indebtedness would exceed the Maximum Debt Level.

Among other financing options being considered, and prior to the scheduled maturity date of the Bonds on 9 March 2012, the Company is considering raising additional debt, through such means as the Company may decide, of up to US$135,000,000 in aggregate principal amount (the **New Debt**) for, *inter alia*, repayment of the Company's outstanding bonds on their due date and other debts, subject to applicable laws.

The New Debt would constitute the incurrence of additional Relevant Indebtedness for the purposes of the Conditions. If incurred, the New Debt, when aggregated with any existing Relevant Indebtedness of the Group, would exceed an amount equal to the Maximum Debt Level. In order for the Company to incur the New Debt it will, therefore, be necessary for an Ordinary Resolution to be passed approving the incurrence of the New Debt by the Company and an increase in the Maximum Debt Level in accordance with Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*).

The Resolution

The Company hereby requests that the holders of the Bonds (as defined below) consider and, if thought fit, consent to the passing of an Ordinary Resolution by way of written resolution (the **Written Resolution**) to approve the incurrence of New Debt by the Company and an increase in the Maximum Debt Level in accordance with Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*) (the **Resolution**).

A copy of the Written Resolution is annexed hereto and is available from the Principal Agent at the contact details set out below.

In order for an Ordinary Resolution to be passed by way of written resolution, it must be in writing and signed by or on behalf of the holders of not less than 51 per cent. in principal amount of the Bonds. If passed, the Written Resolution shall be binding upon all holders of the Bonds

SUBEX LIMITED

Voting Procedure for Holders

All of the Bonds are held by a common depositary (the **Common Depositary**) for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). For the purposes of this Notice, **holder of Bonds** shall mean each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of the Bonds, unless the context otherwise requires, and related expressions shall be construed accordingly.

Holders of Bonds who wish to vote on the Resolution must instruct their clearing system to this effect and as to whether their vote should be in favour of, or against, the Resolution. An instruction by a holder of Bonds in favour of the Resolution shall be deemed to authorise the holder of the Global Certificate to sign a copy of the Written Resolution on behalf of that holder of the Bonds provided that no such Written Resolution shall be binding unless the Written Resolution is signed on behalf of the holders of not less than 51 per cent. in principal amount of the Bonds. Each clearing system will notify the holder of the Global Certificate of (i) the details of the holder's holding of interests in the Bonds and (ii) the holder's consent to its account with the clearing system in respect of its interests in the Bonds being blocked as further described below.

Holders of Bonds are entitled to vote on the Resolution at any time by instructions to their relevant clearing system from (and including) January 16, 2012 to (and including) the earlier of (i) January 25, 2012 (or such date as further extended by the Trustee on the instructions of the Issuer and notified to the holders of the Bonds in accordance with the Conditions) (the **Longstop Date**) and (ii) the date on which votes in favour of the Resolution have been received from holders of 51 per cent. or more in principal amount of the Bonds (such earlier date being the **Record Date**). Instructions by holders of the Bonds to their relevant clearing system to vote in favour of, or against, the Resolution shall be irrevocable once so communicated to their relevant clearing system.

Once instructions have been delivered by a holder of Bonds to its relevant clearing system, the holder's interest in the Bonds will be blocked until (and including) the Record Date. Holders of the Bonds who wish to vote on the Written Resolution should so instruct their clearing system as soon as practicable and in any event on or before 17.00 GMT on the Longstop Date.

As soon as practicable after the Record Date:

(i) the Common Depositary will provide to the Issuer and the Trustee details of the consents of the holders of Bonds received prior to the Record Date, as aforesaid; and

(ii) notice as to whether the Resolution has been passed will be delivered by the Principal Agent on behalf of the Issuer to Euroclear and Clearstream, Luxembourg.

Trustee and Issuer

In accordance with normal practice, neither the Trustee nor the Issuer expresses any opinion on the merits of the proposals contained in the Written Resolution but the Trustee has authorised it to be stated that it has no objection to the Written Resolution being submitted to the holders of the Bonds for their consideration. The Trustee has not been involved in formulating the Written Resolution and neither the Trustee nor the Issuer makes any representation that all relevant information has been disclosed to holders of the Bonds pursuant to this Notice. Each of the Trustee and the Issuer recommends that holders of the Bonds who are in any doubt as to the impact of the Written Resolution or the proposals contemplated thereby seek their own legal, financial or other professional advice.

Other Matters

Capitalised terms used in this notice but not defined herein shall have the meanings given to them in the Trust Deed and Conditions (as defined in the Written Resolution of Bondholders annexed hereto).



This notice and any contractual or non-contractual obligations arising out of, or in connection with, it shall be governed by and construed in accordance with English law.

For further information relating to the procedures set out above please contact:

The Bank of New York Mellon
One Canada Square
London E14 5AL

Attention: Trustee Administration Manager
Fax: +44 20 7964 4637

SUBEX LIMITED

January 16, 2012



ANNEXURE - FORM OF WRITTEN RESOLUTION

WRITTEN RESOLUTION OF BONDHOLDERS

SUBEX LIMITED
(incorporated in the Republic of India with limited liability under the Indian Companies Act, 1956 with CIN L85110KA1994PLC016663)

US$98,700,000 5.00 per cent Convertible Unsecured Bonds due 2012 convertible into ordinary shares of Subex Limited (the Bonds) of which US$54,800,000 in principal amount remain outstanding

ISIN: XS0455343672

We act on the written instructions of the holders of the beneficial interest in [ ] per cent in principal amount of the Bonds pursuant to Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*) of the terms and conditions of the Bonds and Schedule 3 (*Provisions for meetings of Bondholders*) of the trust deed made between Subex Limited (the **Company**) and The Bank of New York Mellon, London Branch as trustee (the **Trustee**) dated 2 November 2009 (as supplemented, amended and/or restated in accordance with its terms from time to time, the **Trust Deed**). The terms and conditions of the Bonds (the **Conditions**) are originally as set out in Schedule 1 (*Form of Certificate for Definitive Bonds*) to the Trust Deed, as supplemented, amended and/or restated in accordance with their terms from time to time. Save as otherwise defined, words and expressions used in this Written Resolution have the meanings given to them in the Conditions or, as applicable, the Trust Deed.

Pursuant to Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*) of the Conditions, the Company has undertaken that, *inter alia*, save in certain circumstances, it will not incur additional Relevant Indebtedness without the approval of an Ordinary Resolution if immediately following the incurrence of such additional Relevant Indebtedness the aggregate quantum of the Group's Relevant Indebtedness would exceed the Maximum Debt Level.

We, as registered holder of the Bonds, have been irrevocably instructed in writing by the holders of the beneficial interest in more than 51 per cent in principal amount outstanding of the Bonds (the **Requisite Bondholders**) to approve an Ordinary Resolution by way of written resolution for the incurrence by the Company of additional Relevant Indebtedness of up to US$135,000,000 in aggregate principal amount (the **New Debt**) for, inter alia, repayment of the Company's outstanding bonds on their due date and other debts, subject to applicable laws,, notwithstanding that after the incurrence of such additional Relevant Indebtedness, the aggregate quantum of the Group's Relevant Indebtedness will exceed the Maximum Debt Level.

We hereby waive all notice of time, place and purpose of a physical meeting of the Bondholders as referred to in paragraph 3 and the other relevant provisions of Schedule 3 (*Provisions for meetings of Bondholders*) of the Trust Deed and hereby consent and agree to the adoption of the following resolutions:

IT IS HEREBY RESOLVED:

(a) that pursuant to Condition 4.2 (*Negative Pledge and Other Covenants - Other Covenants*), the incurrence of the New Debt by the Company is approved;

(b) to sanction, approve, authorise and direct the Trustee to take all and any action necessary to effect the approvals described in this Ordinary Resolution;

(c) to discharge and exonerate the Trustee from all liability from which it may have become or may become responsible under the Trust Deed in respect of any act or omission in connection with the matters referred to in paragraphs (a) or (b) above, their implementation or the Ordinary Resolution;



(d) that the Trustee shall have no liability for acting upon this Ordinary Resolution even if it may be subsequently found that there is a defect in this passing of this Ordinary Resolution or that for any reason this Ordinary Resolution is not binding on the current or subsequent Bondholders or their successors or assigns;

(e) that the Trustee shall not assume any liability or obligation to the other parties to the Trust Deed by virtue of the matters contemplated by this Ordinary Resolution;

(f) that the beneficial holders of the Bonds expressly agree and undertake fully and effectively to indemnify and hold harmless the Trustee and the registered holder and the officers, directors and employees of each of the Trustee and the registered holder (together, the **Indemnified Parties**) from and against (i) all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by any of the Indemnified Parties as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought or established against any Indemnified Party and (ii) against any and all other losses, costs, damages, charges or expenses (including legal fees) which an Indemnified Party may suffer or incur which in any case arise as a result of such Indemnified Party acting in accordance with the resolution of the beneficial holders of the Bonds, this Written Resolution and the Trust Deed, as supplemented as at the date hereof; and

(f) that this Written Resolution shall be effective as an Ordinary Resolution for the purposes of Condition 4.2 and binding on the Bondholders notwithstanding that any provision (procedural or otherwise) in the Trust Deed or the Conditions relating to meetings of Bondholders, Bondholder resolutions, notices to the Bondholders (whether in writing or otherwise) or modification and amendment of the Trust Deed or the Conditions (including, for the avoidance of doubt, the 21-day notice requirement for convening a meeting of the Bondholder pursuant to paragraph 3 of Schedule 3 (*Provisions for meetings of Bondholders*) of the Trust Deed, which is hereby expressly waived) has not been complied with.

This Written Resolution, and any rights and obligations arising from this Written Resolution, and any non-contractual obligations arising out of or in connection with this Written Resolution and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Written Resolution, shall be governed by and construed in accordance with English law.

Signed:

The Bank of New York Mellon Depository (Nominees) Limited

as the registered holder of:

US$54,800,000 in principal amount of Subex Limited's outstanding US$98,700,000 5.00 per cent Convertible Unsecured Bonds due 2012 convertible into ordinary shares of Subex Limited of which US$54,800,000 in principal amount remain outstanding

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Authorised Signatory
Acting not in its individual capacity but solely on the instructions of the Requisite Bondholders