Subex Limited
Adarsh Tech Park
Outer Ring Road, Devarabisanahalli
Bangalore – 560 037 India
Phone : +91 80 6659 8700
Fax : +91 80 6696 3333
Email : info@subex.com
www.subex.com

February 13, 2012

To
The Manager – Listing
National Stock Exchange of India Limited
Exchange Plaza, Bandra – Kurla Complex,
Bandra (East)
Mumbai – 400 051

Dear Sir/Madam,

Sub: Updates

Please be informed that the Company has convened a meeting of the holders of both of its outstanding Foreign Currency Convertible Bonds on March 6, 2012, to seek approval for extension of maturity date as described in more detail in the respective notices.

Please find enclosed herewith for your records a copy of the respective notices convening the meeting as aforesaid.

We request you to take the aforesaid notification on record.

Thanking you

Yours truly,
For Subex Limited

SUBEX LIMITED ★ BANGALORE-560 037 ★

Ramanathan J
Vice President-Finance & Company Secretary

ENCL: As above.

THIS NOTICE OF MEETING IS NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY OR EXCHANGE ANY SECURITIES IN THE UNITED STATES OR IN ANY OTHER JURISDICTION.

THIS NOTICE OF MEETING OR ANY OTHER DOCUMENTS OR MATERIALS RELATING TO THE MEETING HAVE NOT BEEN SUBMITTED TO THE CLEARANCE PROCEDURES OF THE COMMISSIONE NAZIONALE PER LE SOCIETÀ E LA BORSA (CONSOB) PURSUANT TO ITALIAN LAWS AND REGULATIONS. THIS NOTICE OF MEETING IS CIRCULATED IN THE REPUBLIC OF ITALY UNDER THE EXEMPTION PURSUANT TO ARTICLE 101-BIS, PARAGRAPH 3-BIS OF THE LEGISLATIVE DECREE NO. 58 OF 24 FEBRUARY 1998, AS AMENDED (THE FINANCIAL SERVICES ACT) AND ARTICLE 35-BIS, PARAGRAPH 4, LETTER B) OF CONSOB REGULATION NO. 11971 OF 14 MAY 1999, AS AMENDED.

THIS NOTICE OF MEETING IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS. IF BONDHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS IMMEDIATELY.

SUBEX LIMITED

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

(the **Issuer**)

NOTICE OF MEETING

of the holders of the

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

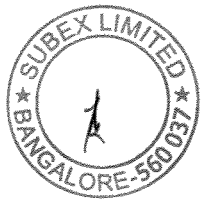
ISIN: XS0455343672

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 3 to the Trust Deed (as defined below) constituting the Bonds and made between the Issuer and the Trustee (as defined below) as trustee for the Bondholders (as defined below), a meeting of the Bondholders convened by the Issuer will be held at 11 a.m. (Singapore time) on 6 March 2012 at the offices of Norton Rose (Asia) LLP, One Raffles Quay, 34-02 North Tower, Singapore 048583 for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution in accordance with the provisions of the Trust Deed. Unless the context otherwise requires, capitalised terms used in this Notice of Meeting shall bear the meanings given to them in the Trust Deed.

EXTRAORDINARY RESOLUTION

"THAT THIS MEETING (the **Meeting**) of the holders of the outstanding US$98,700,000 5.00 per cent Convertible Unsecured Bonds due 2012 convertible into ordinary shares of Subex Limited (the **Bonds**) issued by Subex Limited (the **Issuer**) constituted by a trust deed dated 2 November 2009 between the Issuer and The Bank of New York Mellon, acting through its London Branch, as trustee for the Bondholders (the **Trustee**) (the **Trust Deed**) by Extraordinary Resolution (as defined in the Trust Deed) HEREBY:

(1) assents and agrees to the modification of the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the **Conditions**) by amending the definition of Maturity Date appearing in Condition 8.1 from 9 March 2012 to 9 July 2012 (or such earlier date as may be determined by the Reserve Bank of India (**RBI**), and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions), such that the Maturity Date of the Bonds shall with effect from the date of the Supplemental Trust Deed (as defined below) be 9 July 2012 (or such earlier date as may be determined by the RBI) instead of 9 March 2012, and all references to the defined term Maturity Date in the Trust Deed and the Conditions shall be construed accordingly (the **Modifications**);



(2) assents and agrees to the continued accrual of scheduled interest only on the Bonds pursuant to the Modifications in accordance with the provisions set out in Condition 5.1 to, but excluding, 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions), and to the continued obligation of the Issuer pursuant to the Modifications to redeem each Bond then outstanding at 142.4% of its principal amount on 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) in accordance with Condition 8.1;

(3) assents and agrees to the Modifications being effected in accordance with and pursuant to the relevant terms of the Trust Deed and the Conditions and, for the avoidance of doubt, agrees that the Modifications do not constitute and shall not be construed by the Bondholders or the Trustee as an Event of Default or Potential Event of Default and do not constitute and shall not be construed by the Issuer or the Trustee as any form of waiver of any actual or potential default;

(4) subject to the prior satisfaction of the conditions precedent described in Clause 3 of the draft supplemental trust deed (the **Supplemental Trust Deed**) attached to the Notice of Meeting circulated to the Bondholders on or about 13 February 2012 (the **Notice of Meeting**) (such satisfaction of the conditions precedent to be confirmed in writing to the Trustee), authorises, directs, requests and empowers the Trustee to concur in the Modifications and, in order to give effect thereto and to implement the same, forthwith to execute and deliver the Supplemental Trust Deed, with amendments to references to 9 July 2012 contained therein to such earlier date, if any, as may be determined by the RBI (and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) and to execute and do, all such other deeds, instruments, acts and things as may be necessary to carry out and give effect to this Extraordinary Resolution;

(5) discharges and exonerates each of the Trustee and the Registered Bondholder (as defined in the Notice of Meeting) from all liability for which it may have become or may become responsible under the Trust Deed, the Bonds or otherwise in respect of any act or omission in connection with the Modifications, their implementation or this Extraordinary Resolution; and

(6) sanctions and assents to every abrogation, amendment, modification, compromise or arrangement in respect of the rights of the Bondholders against the Issuer or against any of its property whether such rights shall arise under the Trust Deed or otherwise arising directly from the Modifications and their implementation.

Unless the context otherwise requires, capitalised terms used in this Extraordinary Resolution shall bear the meanings given to them in the Trust Deed."

If the Reserve Bank of India (**RBI**) makes a determination that results in the Maturity Date being required to be amended to a date that is earlier than 9 July 2012, then the Issuer will promptly notify in writing (in accordance with the notices provisions set out in the Trust Deed and the Conditions) the Bondholders, the Trustee and the Principal Agent of such date and the draft Supplemental Trust Deed will be revised accordingly prior to being executed pursuant to this Extraordinary Resolution.

Bondholders should note that under current regulations of the RBI applicable to the Bonds, the Modifications may not be effected unless approval from the RBI is first obtained. The Issuer is in the process of seeking such RBI approval and will only be able to implement the Extraordinary Resolution if RBI approval is granted and, accordingly, the Supplemental Trust Deed will only be entered into by the Issuer and the Trustee if such RBI approval is first received.

Bondholders should also note that a further condition to the Supplemental Trust Deed being entered into by the Issuer and the Trustee is for confirmation to have been received from The Bank of New York Mellon, acting through its London Branch, as trustee for the Issuer's

SUBEX LIMITED BANGALORE-560 037

outstanding US$180,000,000 2% Coupon Convertible Unsecured Bonds due 2012, convertible into equity shares of Subex Limited (formerly known as Subex Azure Limited) (the 2% Bonds) that the holders of the 2% Bonds have agreed pursuant to an extraordinary resolution that the maturity date of the 2% Bonds shall also be modified to 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) instead of 9 March 2012 and that a supplemental trust deed giving effect thereto must be entered into at or about the same time as the Supplemental Trust Deed.

For the avoidance of doubt, no modification to the maturity date of either the Bonds or the 2% Bonds will be made unless: (a) the requisite extraordinary resolution approval is first obtained from the holders of the Bonds (in respect of the proposed modification to the maturity date of the Bonds); (b) the requisite extraordinary resolution approval is first obtained from the holders of the 2% Bonds (in respect of the proposed modification to the maturity date of the 2% Bonds); and (c) (if applicable) if the approval for the Modifications from the RBI received by the Issuer provides for a date earlier than 9 July 2012, the approval from the RBI for the modifications to the 2% Bonds received by the Issuer must provide for the same date earlier than 9 July 2012 so that the maturity date of the Bonds and the maturity date of the 2% Bonds can be modified at the same time to the same new date.

Background

The Issuer has been actively working, and continues to work, to formulate a comprehensive restructuring plan in respect of the Bonds and the 2% Bonds (a **Restructuring Plan**). Any such Restructuring Plan will be subject to regulatory approval, including additional approval from the RBI, as well as the approval of both the Bondholders and the holders of the 2% Bonds. The full terms of any such Restructuring Plan will be notified to Bondholders pursuant to an explanatory memorandum from the Issuer, and the approval of Bondholders to such Restructuring Plan will be sought by way of an additional Extraordinary Resolution.

In relation to the matters described in notices distributed on behalf of the Issuer to holders of the Bonds on 16 January 2012 and 25 January 2012, no further action will be taken by the Issuer. Any holders' interests in the Bonds that were blocked as part of the voting process described in such notices will be un-blocked promptly.

Documents Available for Inspection

Bondholders may, at any time during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted) prior to and during the Meeting, obtain copies of the documents listed below at the specified office of the Principal Agent set out below and at the registered office of the Issuer.

Documents available:

- a copy of this Notice of Meeting;
- a copy of the Trust Deed;
- a copy of the Agency Agreement (as defined in the Trust Deed); and
- a copy of the draft Supplemental Trust Deed.

General

The attention of Bondholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set out in the Trust Deed and summarised in "- *Voting and Quorum*" below. Having regard to such requirements, Bondholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

None of the Trustee, the Principal Agent or any other Agent expresses any view as to the merits of the Modifications or the Extraordinary Resolution but the Trustee has authorised it to be stated that it has no objection to the Modifications and the Extraordinary Resolution being put to Bondholders for their consideration. None of the Trustee, the Principal Agent or any other Agent has been involved in negotiating the Modifications and none of them makes any representation that all relevant information has been disclosed to the Bondholders in or pursuant to this Notice of Meeting. Accordingly, each of the Trustee and the Principal Agent recommends that Bondholders who are unsure of the impact of the Modifications and the Extraordinary Resolution should seek their own financial, tax and legal advice.

The Issuer, the Trustee and the Principal Agent will each bear certain customary legal, accounting and other professional fees and expenses associated with the Modifications, as more particularly agreed between them.

All of the Bonds are held by The Bank of New York Mellon Depository (Nominees) Limited, as a nominee of a common depository for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) (the **Registered Bondholder**). For the purposes of this Notice of Meeting, **holder of Bonds** or **Bondholder** 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, and the passing of the Extraordinary Resolution shall be deemed an instruction to the Registered Bondholder to approve the Extraordinary Resolution in accordance with its terms.

Voting and Quorum

(1) The provisions governing the convening and holding of the Meeting are set out in Schedule 3 to the Trust Deed, a copy of which is available for inspection as referred to above.

(2) A Bondholder wishing to attend and vote at the Meeting in person must produce a valid voting certificate or valid voting certificates issued by the Principal Agent relative to the Bond(s), in respect of which it wishes to vote.

(3) A Bondholder not wishing to attend and vote at the Meeting in person may, in accordance with the procedures of Clearstream, Luxembourg or Euroclear, instruct the Principal Agent to issue a block voting instruction and appoint a proxy (or, in the case of a Bondholder that is a corporation, a representative) to attend and vote at the Meeting in accordance with its instructions.

(4) An accountholder with Euroclear or Clearstream, Luxembourg (an **Accountholder**) who wishes to obtain a voting certificate or procure the Principal Agent to issue a block voting instruction and appoint a proxy (or, as the case may be, representative) to attend and vote at the Meeting (or, if applicable, any adjourned such Meeting) on his behalf should (not less than 48 hours before the time appointed for the holding of the Meeting (or, if applicable, any adjourned such Meeting) and within the relevant time limit specified by Euroclear or Clearstream, Luxembourg (as the case may be)) request the relevant clearing system to block the Bonds in his own account and to hold the same to the order or under the control of the Principal Agent.

(5) An Accountholder whose Bonds have been so blocked will thus be able to obtain a voting certificate from the Principal Agent, or procure that a block voting instruction is given either by deposit of a voting instruction form with or otherwise in accordance with the procedures of Euroclear or Clearstream, Luxembourg. For the avoidance of doubt, an Accountholder may obtain a voting certificate or procure a block voting instruction from the Principal Agent to the extent that the Accountholder has deposited voting instructions with Euroclear or Clearstream, Luxembourg no later than 10am (London time) on Thursday 1 March 2012.

(6) Any Bond(s) so held and blocked for the purpose of obtaining a voting certificate will be released to the Accountholder by the relevant clearing system on the earliest of (i) the conclusion of the Meeting (or, if applicable, any adjourned such Meeting) and (ii) (within the time

SUBEX LIMITED
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limit specified by the relevant clearing system) the surrender of the voting certificate to the Principal Agent who issued the same.

(7) Any Bond(s) so held and blocked for the purpose of obtaining a block voting instruction will be released to the Accountholder by the relevant clearing system on the earliest of (i) the conclusion of the Meeting (or, if applicable, any adjourned such Meeting) and (ii) (within the time limit specified by the relevant clearing system) such Bond(s) ceasing in accordance with the procedures of the relevant clearing system and with the agreement of the Principal Agent to be held to its order or under its control; provided, however, in the case of (ii) above, that if the Principal Agent has caused a block voting instruction to be delivered to the Issuer in respect of such Bond(s), such Bond(s) will not be released to the relevant Accountholder unless and until the Principal Agent has notified the Issuer of the necessary revocation of or amendment to such block voting instruction.

(8) At the Meeting, the quorum required to pass the Extraordinary Resolution is two or more persons present in person holding voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 75 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed). If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to Bondholders). The quorum at such adjourned Meeting shall be two or more persons present in person holding voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 25 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed).

(9) Whilst the Bonds are represented by the Global Certificate, the registered holder thereof is treated as two persons for the purposes of any quorum requirements of a meeting of Bondholders and, at any such meeting, as having one vote in respect of each US$1,000 in principal amount of Bonds in respect of which the Global Certificate is issued.

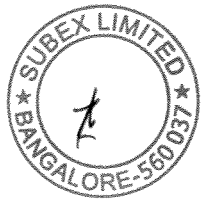
(10) Every question submitted to each Meeting shall be decided in the first instance by a show of hands and in case of equality of votes, the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a holder of a voting certificate or as a proxy or representative. A poll may be demanded by the chairman of the Meeting, the Issuer, the Trustee or any person present holding a voting certificate or being a proxy or representative of in the aggregate not less than 2 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed). On a show of hands every person who is present in person and produces a voting certificate or is a proxy or representative shall have one vote. On a poll every person who is so present shall have one vote in respect of each US$1,000 in principal amount of the Bonds represented by the voting certificate so produced or in respect of which he is a proxy or representative.

(11) To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than three-quarters of the votes cast. If passed, the Extraordinary Resolution shall be binding upon all the Bondholders whether present or not present at the Meeting and whether or not voting, and each of them shall be bound to give effect to it accordingly.

(12) Notice of the results of the Meeting to vote on the Extraordinary Resolution shall be given to Bondholders by the Issuer as soon as possible after the Meeting but in any event no later than seven days following the Meeting.

(13) This Notice of Meeting and all non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

(14) Bondholders whose Bonds are held by Euroclear or Clearstream, Luxembourg should contact the following for further information:



Euroclear:	Custody Operations Department Tel: (Brussels)
	+322 224 4245, Fax: +322 224 1459
Clearstream, Luxembourg:	Corporate Action (CIE) Department Tel: (Luxembourg)
	+352 46 564 8065, Fax: +352 46 564 8248

(15) The address and contact details of the Principal Agent and Paying Agent with respect to the Bonds are as follows:

The Bank of New York Mellon
One Canada Square
London E14 5AL
Attention: Trustee Administration Manager
Fax: +44 20 7964 4637

This Notice of Meeting is given by:



SUBEX LIMITED

13 February 2012

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THIS NOTICE OF MEETING IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS. IF BONDHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS IMMEDIATELY.

SUBEX LIMITED

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

NOTICE OF MEETING

of the holders of the

US$180,000,000 2% Coupon Convertible Unsecured Bonds due 2012, convertible into Equity Shares of Subex Limited (formerly known as Subex Azure Limited) (the Bonds)

of which US$39,000,000 in principal amount remain outstanding

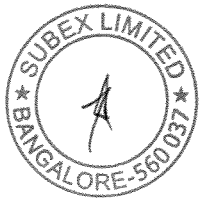
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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 3 to the Trust Deed (as defined below) constituting the Bonds and made between the Issuer and the Trustee (as defined below) as trustee for the Bondholders (as defined below), a meeting of the Bondholders convened by the Issuer will be held at 10 a.m. (Singapore time) on 6 March 2012 at the offices of Norton Rose (Asia) LLP, One Raffles Quay, 34-02 North Tower, Singapore 048583 for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution in accordance with the provisions of the Trust Deed. Unless the context otherwise requires, capitalised terms used in this Notice of Meeting shall bear the meanings given to them in the Trust Deed.

EXTRAORDINARY RESOLUTION

"THAT THIS MEETING (the **Meeting**) of the holders of the outstanding US$180,000,000 2% Coupon Convertible Unsecured Bonds due 2012, convertible into Equity Shares of Subex Limited (formerly known as Subex Azure Limited) (the **Bonds**) issued by Subex Limited (formerly known as Subex Azure Limited) (the **Issuer**) constituted by a trust deed dated 8 March 2007 between the Issuer and The Bank of New York Mellon (formerly known as The Bank of New York), acting through its London Branch, as trustee for the Bondholders (the **Trustee**) (the **Trust Deed**) by Extraordinary Resolution (as defined in the Trust Deed) HEREBY:

(1) assents and agrees to the modification of the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the **Conditions**) by amending the definition of Maturity Date appearing in Condition 8.1 from 9 March 2012 to 9 July 2012 (or such earlier date as may be determined by the Reserve Bank of India (**RBI**), and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions), such that the Maturity Date of the Bonds shall with effect from the date of the Supplemental Trust Deed (as defined below) be 9 July 2012 (or such earlier date as may be determined by the RBI) instead of 9 March 2012, and all references to the defined term Maturity Date in the Trust Deed and the Conditions shall be construed accordingly (the **Modifications**);



(2) assents and agrees to the continued accrual of scheduled interest only on the Bonds pursuant to the Modifications in accordance with the provisions set out in Condition 5.1 to, but excluding, 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions), and to the continued obligation of the Issuer pursuant to the Modifications to redeem each Bond then outstanding at 136.04% of its principal amount on 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) in accordance with Condition 8.1;

(3) assents and agrees to the Modifications being effected in accordance with and pursuant to the relevant terms of the Trust Deed and the Conditions and, for the avoidance of doubt, agrees that the Modifications do not constitute and shall not be construed by the Bondholders or the Trustee as an Event of Default or Potential Event of Default and do not constitute and shall not be construed by the Issuer or the Trustee as any form of waiver of any actual or potential default;

(4) subject to the prior satisfaction of the conditions precedent described in Clause 3 of the draft supplemental trust deed (the **Supplemental Trust Deed**) attached to the Notice of Meeting circulated to the Bondholders on or about 13 February 2012 (the **Notice of Meeting**) (such satisfaction of the conditions precedent to be confirmed in writing to the Trustee), authorises, directs, requests and empowers the Trustee to concur in the Modifications and, in order to give effect thereto and to implement the same, forthwith to execute and deliver the Supplemental Trust Deed, with amendments to references to 9 July 2012 contained therein to such earlier date, if any, as may be determined by the RBI (and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) and to execute and do, all such other deeds, instruments, acts and things as may be necessary to carry out and give effect to this Extraordinary Resolution;

(5) discharges and exonerates each of the Trustee and the Registered Bondholder (as defined in the Notice of Meeting) from all liability for which it may have become or may become responsible under the Trust Deed, the Bonds or otherwise in respect of any act or omission in connection with the Modifications, their implementation or this Extraordinary Resolution; and

(6) sanctions and assents to every abrogation, amendment, modification, compromise or arrangement in respect of the rights of the Bondholders against the Issuer or against any of its property whether such rights shall arise under the Trust Deed or otherwise arising directly from the Modifications and their implementation.

Unless the context otherwise requires, capitalised terms used in this Extraordinary Resolution shall bear the meanings given to them in the Trust Deed."

If the Reserve Bank of India (**RBI**) makes a determination that results in the Maturity Date being required to be amended to a date that is earlier than 9 July 2012, then the Issuer will promptly notify (in accordance with the notices provisions set out in the Trust Deed and the Conditions) in writing the Bondholders, the Trustee and the Principal Agent of such date and the draft Supplemental Trust Deed will be revised accordingly prior to being executed pursuant to this Extraordinary Resolution.

Bondholders should note that under current regulations of the RBI applicable to the Bonds, the Modifications may not be effected unless approval from the RBI is first obtained. The Issuer is in the process of seeking such RBI approval and will only be able to implement the Extraordinary Resolution if RBI approval is granted and, accordingly, the Supplemental Trust Deed will only be entered into by the Issuer and the Trustee if such RBI approval is first received.

Bondholders should also note that a further condition to the Supplemental Trust Deed being entered into by the Issuer and the Trustee is for confirmation to have been received from The Bank of New York Mellon, acting through its London Branch, as trustee for the Issuer's

SUBEX LIMITED BANGALORE-560 037

outstanding US$98,700,000 5% Convertible Unsecured Bonds due 2012 convertible into ordinary shares of the Issuer (the 5% Bonds) that the holders of the 5% Bonds have agreed pursuant to an extraordinary resolution that the maturity date of the 5% Bonds shall also be modified to 9 July 2012 (or such earlier date as may be determined by the RBI, and be communicated in writing by the Issuer to the Trustee, the Principal Agent and the Bondholders in accordance with the notices provisions set out in the Trust Deed and the Conditions) instead of 9 March 2012 and that a supplemental trust deed giving effect thereto must be entered into at or about the same time as the Supplemental Trust Deed.

For the avoidance of doubt, no modification to the maturity date of either the Bonds or the 5% Bonds will be made unless: (a) the requisite extraordinary resolution approval is first obtained from the holders of the Bonds (in respect of the proposed modification to the maturity date of the Bonds); (b) the requisite extraordinary resolution approval is first obtained from the holders of the 5% Bonds (in respect of the proposed modification to the maturity date of the 5% Bonds); and (c) (if applicable) if the approval for the Modifications from the RBI received by the Issuer provides for a date earlier than 9 July 2012, the approval from the RBI for the modifications to the 5% Bonds received by the Issuer must provide for the same date earlier than 9 July 2012 so that the maturity date of the Bonds and the maturity date of the 5% Bonds can be modified at the same time to the same new date.

Background

The Issuer has been actively working, and continues to work, to formulate a comprehensive restructuring plan in respect of the Bonds and the 5% Bonds (a **Restructuring Plan**). Any such Restructuring Plan will be subject to regulatory approval, including additional approval from the RBI, as well as the approval of both the Bondholders and the holders of the 5% Bonds. The full terms of any such Restructuring Plan will be notified to Bondholders pursuant to an explanatory memorandum from the Issuer, and the approval of Bondholders to such Restructuring Plan will be sought by way of an additional Extraordinary Resolution.

In relation to the matters described in notices distributed on behalf of the Issuer to holders of the 5% Bonds on 16 January 2012 and 25 January 2012, no further action will be taken by the Issuer. Any holders' interests in the 5% Bonds that were blocked as part of the voting process described in such notices will be un-blocked promptly.

Documents Available for Inspection

Bondholders may, at any time during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted) prior to and during the Meeting, obtain copies of the documents listed below at the specified office of the Principal Agent set out below and at the registered office of the Issuer.

Documents available:

- a copy of this Notice of Meeting;
- a copy of the Trust Deed;
- a copy of the Agency Agreement (as defined in the Trust Deed); and
- a copy of the draft Supplemental Trust Deed.

General

The attention of Bondholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set out in the Trust Deed and summarised in "- *Voting and Quorum*" below. Having regard to such requirements, Bondholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

SUBEX LIMITED
BANGALORE-560 037

None of the Trustee, the Principal Agent or any other Agent expresses any view as to the merits of the Modifications or the Extraordinary Resolution but the Trustee has authorised it to be stated that it has no objection to the Modifications and the Extraordinary Resolution being put to Bondholders for their consideration. None of the Trustee, the Principal Agent or any other Agent has been involved in negotiating the Modifications and none of them makes any representation that all relevant information has been disclosed to the Bondholders in or pursuant to this Notice of Meeting. Accordingly, each of the Trustee and the Principal Agent recommends that Bondholders who are unsure of the impact of the Modifications and the Extraordinary Resolution should seek their own financial, tax and legal advice.

The Issuer, the Trustee and the Principal Agent will each bear certain customary legal, accounting and other professional fees and expenses associated with the Modifications, as more particularly agreed between them.

All of the Bonds are held by The Bank of New York Mellon Depository (Nominees) Limited, as a nominee of a common depository for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) (the **Registered Bondholder**). For the purposes of this Notice of Meeting, **holder of Bonds** or **Bondholder** 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, and the passing of the Extraordinary Resolution shall be deemed an instruction to the Registered Bondholder to approve the Extraordinary Resolution in accordance with its terms.

Voting and Quorum

(1) The provisions governing the convening and holding of the Meeting are set out in Schedule 3 to the Trust Deed, a copy of which is available for inspection as referred to above.

(2) A Bondholder wishing to attend and vote at the Meeting in person must produce a valid voting certificate or valid voting certificates issued by the Principal Agent relative to the Bond(s), in respect of which it wishes to vote.

(3) A Bondholder not wishing to attend and vote at the Meeting in person may, in accordance with the procedures of Clearstream, Luxembourg or Euroclear, instruct the Principal Agent to issue a block voting instruction and appoint a proxy (or, in the case of a Bondholder that is a corporation, a representative) to attend and vote at the Meeting in accordance with its instructions.

(4) An accountholder with Euroclear or Clearstream, Luxembourg (an **Accountholder**) who wishes to obtain a voting certificate or procure the Principal Agent to issue a block voting instruction and appoint a proxy (or, as the case may be, representative) to attend and vote at the Meeting (or, if applicable, any adjourned such Meeting) on his behalf should (not less than 48 hours before the time appointed for the holding of the Meeting (or, if applicable, any adjourned such Meeting) and within the relevant time limit specified by Euroclear or Clearstream, Luxembourg (as the case may be)) request the relevant clearing system to block the Bonds in his own account and to hold the same to the order or under the control of the Principal Agent.

(5) An Accountholder whose Bonds have been so blocked will thus be able to obtain a voting certificate from the Principal Agent, or procure that a block voting instruction is given either by deposit of a voting instruction form with or otherwise in accordance with the procedures of Euroclear or Clearstream, Luxembourg. For the avoidance of doubt, an Accountholder may obtain a voting certificate or procure a block voting instruction from the Principal Agent to the extent that the Accountholder has deposited voting instructions with Euroclear or Clearstream, Luxembourg no later than 10am (London time) on Thursday 1 March 2012.

(6) Any Bond(s) so held and blocked for the purpose of obtaining a voting certificate will be released to the Accountholder by the relevant clearing system on the earliest of (i) the conclusion of the Meeting (or, if applicable, any adjourned such Meeting) and (ii) (within the time

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limit specified by the relevant clearing system) the surrender of the voting certificate to the Principal Agent who issued the same.

(7) Any Bond(s) so held and blocked for the purpose of obtaining a block voting instruction will be released to the Accountholder by the relevant clearing system on the earliest of (i) the conclusion of the Meeting (or, if applicable, any adjourned such Meeting) and (ii) (within the time limit specified by the relevant clearing system) such Bond(s) ceasing in accordance with the procedures of the relevant clearing system and with the agreement of the Principal Agent to be held to its order or under its control; provided, however, in the case of (ii) above, that if the Principal Agent has caused a block voting instruction to be delivered to the Issuer in respect of such Bond(s), such Bond(s) will not be released to the relevant Accountholder unless and until the Principal Agent has notified the Issuer of the necessary revocation of or amendment to such block voting instruction.

(8) At the Meeting, the quorum required to pass the Extraordinary Resolution is two or more persons present in person holding voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 75 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed). If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to Bondholders). The quorum at such adjourned Meeting shall be two or more persons present in person holding voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 25 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed).

(9) Whilst the Bonds are represented by the Global Certificate, the registered holder thereof is treated as two persons for the purposes of any quorum requirements of a meeting of Bondholders and, at any such meeting, as having one vote in respect of each US$100,000 in principal amount of Bonds in respect of which the Global Certificate is issued.

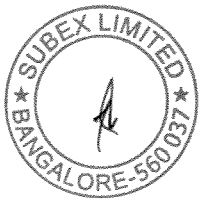
(10) Every question submitted to each Meeting shall be decided in the first instance by a show of hands and in case of equality of votes, the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a holder of a voting certificate or as a proxy or representative. A poll may be demanded by the chairman of the Meeting, the Issuer, the Trustee or any person present holding a voting certificate or being a proxy or representative of in the aggregate not less than 2 per cent. in principal amount of the Bonds for the time being outstanding (as defined in the Trust Deed). On a show of hands every person who is present in person and produces a voting certificate or is a proxy or representative shall have one vote. On a poll every person who is so present shall have one vote in respect of each US$100,000 in principal amount of the Bonds represented by the voting certificate so produced or in respect of which he is a proxy or representative.

(11) To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than three-quarters of the votes cast. If passed, the Extraordinary Resolution shall be binding upon all the Bondholders whether present or not present at the Meeting and whether or not voting, and each of them shall be bound to give effect to it accordingly.

(12) Notice of the results of the Meeting to vote on the Extraordinary Resolution shall be given to Bondholders by the Issuer as soon as possible after the Meeting but in any event no later than seven days following the Meeting.

(13) This Notice of Meeting and all non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

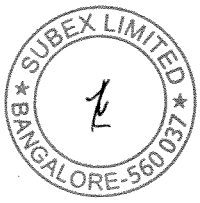
(14) Bondholders whose Bonds are held by Euroclear or Clearstream, Luxembourg should contact the following for further information:



Euroclear:	Custody Operations Department Tel: (Brussels)
	+322 224 4245, Fax: +322 224 1459
Clearstream, Luxembourg:	Corporate Action (CIE) Department Tel: (Luxembourg)
	+352 46 564 8065, Fax: +352 46 564 8248

(15) The address and contact details of the Principal Agent and Paying Agent with respect to the Bonds are as follows:

The Bank of New York Mellon
One Canada Square
London E14 5AL
Attention: Trustee Administration Manager
Fax: +44 20 7964 4637



This Notice of Meeting is given by:

SUBEX LIMITED

13 February 2012