

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF PT HOLDCO, INC., PRIMUS TELECOMMUNICATIONS CANADA, INC., PTUS, INC.,  
PRIMUS TELECOMMUNICATIONS, INC., AND LINGO, INC.

Applicants

AFFIDAVIT OF KYLE MITCHELL  
(Sworn \_\_\_\_\_, 2016)

I, Kyle Mitchell, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am the former regulatory counsel of the Applicants PT Holdco, Inc. ("**Holdco**"), Primus Telecommunications Canada Inc. ("**Primus Canada**"), PTUS, Inc. ("**PTUS**"), Primus Telecommunications, Inc. ("**PTI**") and Lingo, Inc. ("**Lingo**", and together with PTUS and PTI, the "**U.S. Primus Entities**", and collectively with Holdco and Primus Canada, the "**Primus Entities**" or the "**Applicants**"). Currently, I hold the position of Director, Legal and Regulatory for Primus Management ULC, an affiliate of Birch Communications, Inc. ("**Birch**"). As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have reviewed the records of the Primus Entities and have spoken with certain of the directors, officers, professional advisors and/or employees of the Primus Entities, as necessary, and where I have relied upon such information do verily believe such information to be true. I have also reviewed the affidavit of Julie Wong Barker, sworn June 10, 2016 (the "**Wong Affidavit**") and all exhibits thereto.

2. This affidavit is sworn in reply to the Wong Affidavit and in response to the motion brought by Zayo Canada Inc. ("**Zayo**") seeking, *inter alia*, an order that FTI Consulting Canada Inc. ("**FTI**"), in its capacity as Monitor for the Primus Entities (the "**Monitor**") pay the sum of \$1,228,779.81 to Zayo from proceeds of the Applicants' court-approved asset

sale to Birch (or its permitted assigns, as applicable, being the “**Purchaser**”). I swear this affidavit for this purpose only and for no other or improper purpose, and it is not intended to and does not constitute any waiver of privilege.

3. This affidavit is supplemental to the affidavit of Michael Nowlan, sworn June 30, 2016 (the “**Nowlan Affidavit**”). All terms capitalized but not defined herein have the meaning ascribed to them in the Nowlan Affidavit.

4. As set out in paragraph 29 of the Wong Affidavit, on March 1, 2016, Ms. Wong contacted me on behalf of Mr. Eklove. During the call, I explained to Ms. Wong that the Consolidated Consent Letter would replace the Revised Allstream Consent Letter, and thereby constitute the definitive form of consent. I explained that the Revised Allstream Consent was drafted in a confusing manner, and that it did not accord with the standard form of consent approved by, *inter alia*, the Parties and the Monitor. In particular, I advised that the Revised Allstream Consent did not specify that that the assignment was in favour of Birch or an affiliate of Birch. As I recall, at the conclusion of our call, Ms. Wong advised me that she considered the Consolidated Consent Letter to represent “a sensible path forward” but that she would have to review the documents “in detail” before arranging for a signature.

5. I have reviewed my emails and other records, as well as my notes for the period between the commencement of the CCAA Proceedings and the closing of the Transaction, and have not located any other correspondence from representatives of Allstream/Zayo (including Ms. Wong) regarding the status of monetary defaults under any of the Allstream Contracts or any request for payment thereof as a condition of consenting to the assignment of the contracts or otherwise apart from those correspondences set out in the Nowlan Affidavit. I have similarly reviewed my records regarding general inquiries as to the effect or nature of such assignment in the context of CCAA proceeding, and similarly found no record of the same.

6. For all of the foregoing reasons, the Primus Entities seek that Zayo’s motion with respect to Cure Costs be dismissed with costs.

SWORN BEFORE ME at the City of  
Toronto, Province of Ontario, on        ,  
2016.

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Commissioner for Taking Affidavits

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Kyle Mitchell

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF PT HOLDCO, INC., PRIMUS TELECOMMUNICATIONS CANADA, INC., PTUS, INC.,  
PRIMUS TELECOMMUNICATIONS, INC., AND LINGO, INC.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**AFFIDAVIT OF KYLE MITCHELL  
(SWORN \_\_\_\_\_, 2016)**

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