

**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.

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

**RESPONDING MOTION RECORD OF THE APPLICANT  
(Returnable August 9, 2016)**

Date: July 19, 2016

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**TAB 1**

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AFFIDAVIT OF MICHAEL NOWLAN  
(Sworn July 19, 2016)

I, Michael Nowlan, of the Town of Newmarket, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Chief Executive Officer 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"). 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 response 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 for no other or improper purpose.

3. Unless otherwise mentioned herein all dollar amounts are in Canadian dollars.

#### A. BACKGROUND

##### a. Circumstances Leading to the Primus Entities' Filing for CCAA Protection

4. The Primus Entities carried on business in Canada and the United States re-selling telecommunications services. In late 2014, and due to severe liquidity issues caused by, *inter alia*, over-leverage, revenue declines and high capital costs, the Primus Entities came to be unable to satisfy their obligations to, among other creditors, their syndicate of senior secured lenders (the "Syndicate") as they became due.

5. Primus Canada and the Syndicate are party to a secured creditor agreement dated July 31, 2013 (as amended, the "Credit Agreement"). Primus Canada's obligations under the Credit Agreement are separately and independently guaranteed by Holdco, PTUS, PTI and Lingo. The Syndicate has a first-ranking security interest over the Primus Entities' assets. The Primus Entities operated pursuant to forbearance arrangements with the Syndicate since February 2015. The Syndicate, whose administrative agent is the Bank of Montreal (the "Agent"), is the Primus Entities' principal (and fulcrum) creditor.

6. With the benefit of the Syndicate's continued forbearance, and after considering a number of restructuring alternatives, the Primus Entities determined that the best course of action would be to restructure by way of a sale of, or investment in, their business (identified by way of a privately structured and supervised pre-filing sales and investor solicitation process, the "SISP"). The SISP was conducted with the assistance of, *inter alia*, a financial advisor and with the oversight of FTI (in its capacity as the proposed Monitor) between September to December 2015. The Purchaser emerged as the successful bidder.

7. On January 19, 2016, certain of the Primus Entities (in such capacity, the "Vendors") entered into an asset purchase agreement (the "APA") with the Purchaser, conditional on Court approval. Immediately thereafter, the Primus Entities sought protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36 (as amended, the "CCAA"). On that same day, the Primus Entities sought and obtained protection under the CCAA pursuant to the order of Justice Penny ("Initial Order"), which appointed FTI as Monitor.

8. A copy of the Initial Order is attached as Exhibit "A" to the Wong Affidavit. The Initial Order, as well as all other filings in the CCAA proceedings, were posted and remain available on the Monitor's website at: <http://cfcanada.fticonsulting.com/Primus/>.

9. Further details regarding the background to this CCAA proceeding are set out in my affidavit sworn January 18, 2016, in support of the Initial Order and my affidavit sworn February 2, 2016, in support of the Approval and Vesting Order, each of which is available on the Monitor's website. Unless relevant to the present motion, such details are not repeated herein.

**b. Notice and Service in the CCAA Proceeding**

10. The Initial Order governs the procedure for notice and service in the present CCAA proceedings and adopts the E-Service Protocol of the Commercial List (the "E-Service Protocol"):

40. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-serviceprotocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL [/cfcanadalticonsulting.com/primus](http://cfcanadalticonsulting.com/primus)".

11. The E-Service Protocol, a copy of which is Attached hereto as Exhibit "A", provides as follows with respect to the parties that should be added to the Service List (emphasis in original):

23. The E-Service List must include the following parties:

- a. Counsel for the applicant/moving party in the Commercial List Proceeding;
- b. The Court Officer appointed in the Commercial List Proceeding and counsel for the Court Officer;



- c. Counsel for any party that has delivered a Notice of Appearance under the Rules from time to time;
- d. Any party or counsel to any party who should be served with Court Documents in accordance with the Rules and the practice in the Commercial List; and
- e. Any Stakeholder or counsel to a Stakeholder who has filed a Request for Electronic Service ("RES").

24. Stakeholders who wish to be placed on the E-Service List in order to receive service of Court Documents in a timely and efficient manner shall Email to the E-Service List Keeper a duly completed RES in the form attached as Schedule "A" hereto.

12. I am advised by Vlad A. Calina, an Associate with Stikeman Elliott LLP ("Stikeman Elliott"), counsel to the Primus Entities, that the Primus Entities maintained an e-mail service list (the "Service List") in accordance with the E-Service Protocol, which was posted on the Monitor's website. Parties were added to the Service List if, *inter alia*, they delivered a Notice of Appearance. I am further advised by Mr. Calina that Stikeman Elliott did not receive any requests from Zayo to be added to the Service List by way of e-mail or otherwise and that Zayo (operating under the name Allstream Inc. at the time) did not serve a Notice of Appearance or a Request for Electronic Service until May 12, 2016. Attached hereto as Exhibit "B" is the e-mail of Cathy Gurie, Legal Administrative Assistant at Lax O'Sullivan Lisus Gottlieb LLP, dated May 12, 2016, serving the Notice of Appearance on the Service List on behalf of Zayo.

13. I am advised by Kamran Hamidi of the Monitor that, on January 26, 2016, the Monitor mailed a letter to all known creditors per known creditor list ("Notice to Creditors") that specified that the Primus Entities sought and obtained the Initial Order.

14. Among other things, the Notice to Creditors provided a general overview of the conduct of CCAA proceedings and advised recipients that a copy of the Initial Order was available on the Monitor's website:

A copy of the CCAA Initial Order, orders issued by the US Court, and materials filed in respect of the CCAA Proceedings and the Chapter 15 Proceedings may be obtained on the Monitor's website at <http://cfcanda.fticonsulting.com/primus> or on request from the Monitor by calling 416 649 8062 or toll free at 1 855 649 8062 or by emailing [primus@fticonsulting.com](mailto:primus@fticonsulting.com).

Attached hereto as Exhibit "C" is the Notice to Creditors, without attachments. I understand from the Wong Affidavit that Ms. Wong was advised in an e-mail dated January 26, 2016 from Mr. Hamidi of the Monitor that the Notice to Creditors had been mailed to Zayo (this email is attached as Exhibit "G" to the Wong Affidavit). Mr. Hamidi's email to Ms. Wong also advised that the Notice to Creditors was available on the Monitor's website (at <http://cfcanada.fticonsulting.com/Primus/other.htm>), provided a hyperlink to the applicable URL of the website and indicated that Ms. Wong could refer to the Monitor's website "for any status updates regarding the CCAA proceedings."

**c. The Present Status of the Primus Entities' CCAA Proceeding**

15. Between January 19, 2016 and April 1, 2016, the Primus Entities, with the assistance of their professional advisors and the Monitor, diligently worked to fulfill the requirements of the APA and execute the transaction contemplated therein (the "Transaction") for the benefit of all stakeholders.

16. On February 25, 2016, the Primus Entities obtained orders that, among other things:

- (i) approved the terms of the APA and vested all of the Purchased Assets in the Purchaser free and clear of all Encumbrances but for the Permitted Encumbrances (as each capitalized term is defined therein, the "Approval and Vesting Order"); and
- (ii) authorized the Monitor to, among other things, disburse from the proceeds of sale of the Transaction (the "Proceeds") amounts to, among others, the Syndicate (to the maximum amount of their secured obligations owing under the Credit Agreement, subject to certain holdbacks) in accordance with a waterfall payment scheme (the "Distribution Order").

17. On March 2, 2016, the Primus Entities obtained an order assigning the rights and obligations of the Vendors under certain contracts set out in Schedule "A" thereto to the Purchaser (the "Assignment Order").<sup>1</sup>

18. On March 4, 2016, the Primus Entities obtained recognition of, *inter alia*, the Approval and Vesting Order in the U.S. Bankruptcy Court for the State of Delaware.

19. I am advised by Nigel Meakin of the Monitor that all motion materials in connection with the Approval and Vesting Order and the Assignment Order, including any notices as to adjournments or rescheduling of the same, were posted in advance of the motions on the Monitor's website in accordance with the E-Service Protocol.

20. On April 1, 2016 (the "Closing Date") all conditions under the APA were fully satisfied and the Transaction closed. Accordingly, and among other things, the Monitor came to be in receipt of the Proceeds. On that same day, the Monitor delivered a certificate (the "Monitor's Certificate") certifying that, among other things, the Transaction has been completed to the satisfaction of the Monitor.

21. The Board members of the Primus Entities, apart from me, have all resigned their positions effective on the Closing Date.

22. The Monitor commenced disbursing the Proceeds in accordance with the waterfall payment scheme provided for in the Distribution Order after delivery of the Monitor's Certificate. I am advised by Mr. Hamidi that, while the exact amount of the Proceeds have not been finalized, it is currently expected that the Proceeds will be insufficient to fully pay out the obligation owing to the Syndicate.

23. At present, the remaining steps in the acquisition Transaction are taking place principally in the United States. By way of background, the closing of the Transaction was bifurcated between the Regulated Customer Relationships (as defined in the APA) in the United States and the remainder of assets in the United States and Canada. This is because

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<sup>1</sup> Originally, the motions for the Approval and Vesting Order and the Assignment Order were scheduled to be heard together on February 17, 2016. The hearing date was subsequently adjourned to February 23, 2016 and, ultimately, bifurcated to February 25, 2016 (for the Approval and Vesting Order) and March 2, 2016 (for the Assignment Order).

the transfer of Regulated Customer Relationships is predicated on receipt of certain regulatory approvals in the United States from the Federal Communications Commission (“FCC”) and other regulatory bodies at the State level with jurisdiction over the provision of interstate telecommunication services. At present, such regulatory approvals have been obtained in the majority of jurisdictions (a total of 43 out of 56), with approval in the remaining jurisdictions expected to be obtained in due course.

24. On May 13, 2016, more than a month after the Closing Date and more than two months after the Assignment Order was issued, the Primus Entities were served with a notice of motion by Zayo.

## B. THE ASSET PURCHASE AGREEMENT

### a. Overview

25. As set out above, on January 19, 2016, the Vendors and Purchaser (the “Parties”) executed the APA, further to which the Purchaser would acquire substantially all of the assets of the Primus Entities. A copy of the APA is attached hereto as **Exhibit “D”**.

26. The APA provided that the Purchaser would assume certain of the Vendors’ contracts or other written agreements (the “Assumed Contracts”). The APA did not exhaustively list all of the Assumed Contracts. Instead, Schedule C to the APA provided that a subset of the Assumed Contracts (entitled “Other Assumed Contracts”) was “[t]o be mutually agreed on” at a later date. The APA defined Assumed Contracts as follows (for clarity, the definition for the term “Excluded Contract” is also included):

“Assumed Contracts” means the contracts and other written agreements listed on Schedule B and on Schedule C, but excluding the Excluded Contracts.

[...]

“Excluded Contracts” means those contracts and other written agreements to which any Vendor is a party that (i) is not listed on Schedule B or C, (ii) is deemed to be an Excluded Contract pursuant to Section 2.3(1)(a) or (iii) becomes an Excluded Contract pursuant to Section 2.8, and, for greater certainty, “Excluded Contracts” includes the contracts and other written agreements listed on Schedule E.

27. Given the Primus Entities' liquidity difficulties, several of the Assumed Contracts were in arrears. The possibility that payment of such arrears might be required in order to effect the assignment of the Assumed Contract from the Vendor to the Purchaser was captured in the definition of Cure Costs (bold emphasis in original):

"Cure Costs" means in respect of any Assumed Contract, all amounts required to be paid to cure any monetary defaults thereunder, if any, required to effect an assignment thereof from a Vendor to the Purchaser; provided that, in respect of the Business pertaining to U.S. and Puerto Rico customers only and where it is possible to transfer or redesignate Vendor's customers or network services to contracts of the Purchaser, Cure Costs will include any redesignation or other fees, costs or expenses required to accomplish such redesignation or transfer ("**Redesignation Costs**") provided that such Redesignation Costs do not exceed US \$250,000 in the aggregate.

(Emphasis added.)

28. Section 2.3(3) of the APA set out the procedure for any negotiations regarding either the payment or settlement of Cure Costs:

- (3) All negotiations with respect to the settlement and payment of Cure Costs may only be conducted from and after the filing of the Initial Order and shall be conducted in the presence of a representative of each of the Vendor, the Purchaser and the Monitor, unless the right to have a representative present is waived by the Vendor, the Purchaser or the Monitor, respectively.

29. It was anticipated that certain of the Assumed Contracts would, by their terms, require the consent of the counterparties to be assigned from the applicable Vendor to the Purchaser (collectively, the "**Consent Required Contracts**"). As set out below, the APA obligated the Vendors to use commercially reasonable efforts to obtain consent to assign such Consent Required Contracts from the Vendors to the Purchasers.

30. The APA further stipulated that certain Assumed Contracts were material and required to operate the business by the Purchaser (collectively, the "**Essential Contracts**").

31. The assignment to the Purchaser of the Essential Contracts was stipulated to be a condition precedent to closing the Transaction in section 7.1(1)(d) of the APA.<sup>2</sup> The APA defined Essential Contracts as follows (for clarity, the definition of the term “Business” is also included):

“Essential Contracts” means the contracts and other written agreements listed on Schedule B, each of which is a Consent Required Contract, material and required for the operation of the Business by the Purchaser.

[...]

“Business” means the business of the Vendors, being the provision of telecom services to customers in Canada, the United States and Puerto Rico.

32. At the time the Parties entered into the APA, the Purchaser had not made a final determination of which contracts had been Essential Contracts and non-Essential Assumed Contracts and, as a result, virtually all of the Primus Entities’ known contracts were designated by the Purchaser to be Essential Contracts, such that virtually all of the Assumed Contracts were also Essential Contracts.

33. In addition, the Parties contemplated that additional contracts could be added to the list of Essential Contracts. The preamble to Schedule B specifically contemplated that two broad classes of contracts could be added to the list of Essential Contracts at any time:

In addition to the contracts listed below, “Essential Contracts” includes any master agreement into which any contract listed below is incorporated by reference, and any other (i) interconnection agreements with local exchange carriers and interexchange carriers in Canada, and (ii) 911 service agreements and message relay service agreements with incumbent local exchange carriers in Canada to which Vendors are a party.

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<sup>2</sup> The APA contemplates two types of Essential Contract: (i) commercial agreements for the supply of goods and services that the Purchaser required in order to continue the day-to-day operations of the Business (“Commercial Contracts”); and (ii) network interconnection agreements that the Purchaser required in order to obtain regulatory approval to provide telecommunications services in Canada (“Regulatory Contracts”), whose terms are regulated by the Canadian Radio-television and Telecommunications Commission. The Vendors were often party to both Commercial Contracts and Regulatory Contracts with a single counterparty. There were distinct conditions precedent to closing that related to the assignment of the Commercial Contracts and the Regulatory Contracts.

34. The Purchaser expressly reserved the right to remove contracts from the list of Essential Contracts and make them Excluded Contracts by adding them to Schedule E of the APA (see section 2.8 of the APA).<sup>3</sup>

35. The aggregate purchase price consists of: (i) the base purchase price of \$44 million and as adjusted pursuant to section 3.7 of the APA *less*; (ii) all Cure Costs (as defined below); and *less* (iii) all amounts payable that do not constitute Cure Costs in respect of Essential Contracts for services provided in the period prior to or up to the Closing. The reductions in the purchase price pursuant to (ii) and (iii) are made only to the extent such reductions exceed \$3 million in aggregate and then only to the extent of 50% of such excess. Accordingly, and in substance, to the extent Cure Costs exceed \$3 million, they are to be split equally between the Purchaser and Vendors and, therefore, reduce the Proceeds available to distribution by 50% of the excess amount, being the portion for which the Vendors are responsible.

**b. Assignment of Contracts**

36. Section 2.3 of the APA governed the obligations of the Vendors with respect to the assignment of the Assumed Contracts to the Purchaser, provided that the Vendors were obligated to use commercially reasonable efforts to secure the consent to assignment of the Consent Required Contracts and, in respect of Essential Contracts whose consent to assignment was outstanding at the time the motion record for the Approval and Vesting Order was served, bring a motion for an order assigning such contracts to the Purchaser.<sup>4</sup>

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<sup>3</sup> Section 2.8 of the APA reads as follows (for reference, section 2.7 is the section addresses excluded obligations):

Notwithstanding Section 2.7, the Purchaser shall have the right, at any time prior to the granting of the Approval and Vesting Order to add to the list of contracts and other written agreements listed in Schedule E by notice in writing to the Vendor and the Monitor so that any contract or other written agreement so added shall be an Excluded Contract and shall not be assigned to the Purchaser at Closing, without any adjustment to the Purchase Price.

<sup>4</sup> For reference, sections 2.3(1)(b)-(c) of the APA read as follows:

- (1) In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them (each a "Consent Required Contract"):

37. Essentially, the APA set out a two-step procedure for the Vendors to follow in discharging their obligation to assign the Assumed Contracts to the Purchaser:

- (a) Following the issuance of the Initial Order, the Vendors were obliged to use all commercially reasonable efforts to obtain the consent to assignment of any of the Consent Required Contract, whether Essential Contracts or otherwise;
- (b) The Vendors were only required to bring a motion pursuant to section 11.3 of the CCAA seeking court-ordered assignment of the Essential Contracts for which consent to assignment was not obtained by the service date for the Approval and Vesting Order motion (collectively, the “**Unassigned Essential Contracts**”).

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[...]

- (b) Following the issuance of the Initial Order and until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;
- (c) If any consent, approval or waiver is not obtained for any Essential Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to each such Essential Contract together with the motion for the Approval and Vesting Order...

For completeness, the APA defined the Assignment Order as follows:

“Assignment Order” means an order or orders of the Court pursuant to Section 11.3 and other applicable provisions of the CCAA, in form and substance satisfactory to the Purchaser, acting reasonably, authorizing and approving (i) the assignment of any Essential Contract for which a consent, approval or waiver necessary for the assignment of such Essential Contract has not been obtained prior to the Closing Time, (ii) the prevention of any counterparty to any such Essential Contract from exercising any right or remedy under such Essential Contract by reason of any defaults arising from the CCAA Proceedings or the insolvency of any Vendor and (iii) the vesting in the Purchaser of all right, title and interest of the relevant Vendor in such Essential Contract.



## C. THE ASSIGNMENT PROCESS

### a. Overview

38. In order to discharge their obligations under section 2.3 of the APA and, generally, to comply with their obligations pursuant to the CCAA, the Primus Entities, with the assistance of their professional advisors and the Monitor and in consultation with the Purchaser, developed a process by which to secure consents to assignment of the Consent Required Contracts (whether Essential Contracts or otherwise).

39. The lists of Assumed Contracts and Essential Contracts to be assigned from the Vendors to the Purchaser was in a state of substantial flux following the signing of the APA and up until the date of the Assignment Order. This was, in part, due to the high number of contracts to which the Vendors were a party and the continued review by the Purchaser in determining which contracts would be Essential Contracts and which would be non-Essential Assumed Contracts.

40. Originally, Schedule B (Essential Contracts) contained approximately 300 Essential Contracts. Between January 19, 2016 and February 29, 2016, Schedules B (Essential Contracts) and C (Other Assumed Contracts) to the APA underwent significant revision. The Parties, with the assistance of the Monitor, reviewed, consolidated and updated Schedule B. Ultimately, on March 31, 2016, the Parties formally amended Schedule B to the APA to provide a more accurate list of Essential Contracts to be assumed (reflecting the changes made up to that date and, among other things, removing duplicates from Schedule B and adding certain further Essential Contracts that were contemplated by the language in the preamble to Schedule B cited above and moving certain contracts from the list of Essential Contracts to the list of Excluded Contracts in Schedule E). The number of Essential Contracts following the revision totalled 209.

41. Obtaining consents to assignment of the Consent Required Contracts from the Vendors to the Purchaser was a substantial and work-intensive endeavour, and the process by which such assignment was secured was carefully tailored to address the substantial volume of contracts to be assigned in a manner that minimized cost to the stakeholders and ensured certainty of closing for the Transaction.

b. The Consent Letters

42. In consultation with the Purchaser and with the assistance of their professional advisors and the Monitor, the Primus Entities prepared a template letter to be delivered to counterparties to the Consent Required Contracts requesting their consent to assignment (collectively, "Consent Letters"). Attached hereto as Exhibit "E" is a sample letter.

43. The Consent Letters, *inter alia*, advised the recipient: (i) that the Primus Entities had sought protection under the CCAA; (ii) that the Primus Entities ran the SISP and selected the Purchaser as the successful bidder; (iii) that the APA contemplated the assignment of their contract with (one of) the Primus Entities to the Purchaser; (iv) that, at the time, the Transaction was anticipated to close in late February, and (v) that the motion materials for the Approval and Vesting Order would be available on the Monitor's website.

44. The Consent Letters requested the recipient consent to assign its contract to the Purchaser by a certain date (which date continued to shift due to disputes with other parties not related to this motion) and advised that, if consent was not received by that date, the Primus Entities would seek relief pursuant to section 11.3 of the CCAA (with motion materials being served only on those parties who did not provide such consent):

We hope to have received consents from all counterparties to the Assumed Contracts by January 29, 2016. However, to the extent any consent with respect to any of the Assumed Contracts is not received by January 29, 2016, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA. The Primus Entities will be seeking an order for the assignment of any Assumed Contracts for which consent to assign has not been given at a motion currently scheduled to be heard February 17, 2016. If we have not received your consent by January 29, 2016, we will serve you with notice of the motion as well as the motion materials in connection with this request and evidence in support thereof.

(Emphasis added.)

45. The Consent Letters also expressly advised the recipients that the Purchaser would only be responsible for obligations arising under the assumed contracts arising after the closing:

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing...

46. The Consent Letters advised recipients to confirm their consent to assignment of their contract to the Purchaser by returning a signed copy of an attached consent to assignment form by e-mail (to [primus@fticonsulting.com](mailto:primus@fticonsulting.com), the "Primus E-mail Address") or courier (at the Monitor's mailing address) to the attention of Steven W. Bissell.

47. I am advised by Kathryn Esaw, Associate at Stikeman Elliott, that the Consent Letters were prepared concurrently with the continued review and revision of Schedules B and C to the APA. Accordingly, the Consent Letters were delivered to counterparties on a rolling basis. For those counterparties with whom the Primus Entities had a substantial number of contracts stretching over a period of years, several Consent Letters, each of which concerned distinct Regulatory or Commercial contracts, were delivered. This was an unavoidable consequence of: (i) the volume of letters that had to be delivered; and (ii) the requirement that the Primus Entities move expeditiously to secure consent to assign the Essential Contracts to the Purchaser in order to comply with the above-noted terms of the APA and ensure certainty of closing, ensuring stakeholders realize the benefits of the Transaction.

48. In preparing the Consent Letters, the Primus Entities relied on the written notice provision in the applicable Consent Required Contract. The Consent Required Contracts spanned well-over a decade of operations by the Primus Entities and were occasionally entered into by predecessors of the applicable Primus Entity or the contract counterparties. As a result, it sometimes happened that the same counterparty would receive multiple Consent Letters by virtue of the fact that it was the successor in interest to the counterparty named in the notice provision of the Consent Required Contract in respect of which the Consent Letter was sent. Occasionally, the written notice provision in the contract was out of date, which required the Primus Entities, with the assistance of their counsel, to locate the applicable successor in interest and/or the up-to-date address for the counterparty.

49. The Consent Letters were always identical as to their substance, but for the dates for the hearing date for the Assignment Order motion and the deadline for delivery of consents to assign.

**c. The Primus Entities Serve the Motion Materials for the Assignment Order**

50. As set out above, section 2.3(1) of the APA stipulated that the Primus Entities were to bring a motion seeking the Assignment Order only in respect of the Unassigned Essential Contracts as at the date of service of the Approval and Vesting Order motion.

51. I am advised by Mr. Calina that on February 2, 2016, the Primus Entities served their motion materials in support of the Approval and Vesting Order on the parties on the Service List. Attached hereto as Exhibit "F" is a copy of the Service List which I am advised by Mr. Calina was current to February 2, 2016, which included those parties that delivered a Notice of Appearance to the Primus Entities as at that date or requested to be added to the Service List by way of e-mail. I am advised by Mr. Hamidi that, on February 3, 2016, the motion record was posted on the Monitor's Website. As stated above, Zayo did not deliver a Notice of Appearance and therefore was not included on the Service List as at February 2, 2016.

52. I am advised by Mr. Calina that, at that time, and in accordance with, *inter alia*, paragraph 30 the E-Service Protocol, the Primus Entities created a supplementary service list for the counterparties to the Outstanding Essential Contracts.<sup>5</sup>

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<sup>5</sup> For reference, paragraph 30 of the E-Service Protocol provides:

During the course of a Commercial List Proceeding, certain motions or applications require service of Court Documents on respondents with an interest in that particular motion or application only; for example, service on lien claimants with an interest only on specific property with respect to a sale approval and vesting order. In such circumstances, the party bringing the motion or application shall prepare a Supplementary E-Service List listing the names and Email addresses of the "one time" respondents that the moving party wishes to serve by Email. The cover Email shall contain the information designated in paragraph 12 and 21 hereof. The affidavit of service with respect to that motion shall include the Supplementary E-Service List.

53. I am further advised by Mr. Calina that, as at February 2, 2016, consents to assign the vast majority of Consent Required Contracts were outstanding. Although the Primus Entities had the benefit of the mailing addresses set out in the notice provisions to the Consent Required Contracts, as set out above, the written notice provisions were not always up-to-date. Moreover, at that time, the Primus Entities only had e-mail addresses for a very limited number of counterparties and would have had to physically serve a voluminous motion record to counterparties located in, among other places, Canada, the United States, India and China. I am advised by Mr. Calina that, in order to minimize the expense to the estate, and with the consent of the Monitor and the Purchaser, the Primus Entities delayed service of the Assignment Order motion materials, while attempting to find up-to-date e-mail contact information for the counterparties.

54. I am further advised by Mr. Calina that, ultimately, the Primus Entities served their motion record for the Assignment Order on contract counterparties whose consent had been outstanding between February 9, 2016 and February 16, 2016 (with the latter date reflecting the ongoing review of the parties of Schedules B and C to the APA and the discovery that certain contracts thought not to require consent to assign were actually Consent Required Contracts). As described in greater detail below, as at the date of service of these motion materials, Zayo had already provided the necessary consent to assignment of its agreements by February 8, 2016 and therefore was not served with these motion materials.

55. On February 29, 2016 the Primus Entities prepared a supplemental motion record with respect to the Assignment Order, providing an update of the status of the assignment of Outstanding Essential Contracts in advance of the hearing of the motion for the Assignment Order. Attached as part of the motion record was a draft form of Schedule A to the Assignment Order, which set out the Outstanding Essential Contracts in respect of which assignment was sought and the quantum of Cure Costs owing thereunder, if any. The supplemental motion record was served on the Service List and on the counterparties whose contracts were listed in Schedule A between February 29, 2016 and March 1, 2016 by e-mail and physical service. On February 29, 2016, the supplemental motion record was posted on the Monitor's website in accordance with the E-Service Protocol.

56. I am advised by Mr. Calina that on March 1, 2016, the Primus Entities served a revised Schedule A to the Assignment Order. Among other things, the revised Schedule A reflected a change to the quantum of Cure Costs to be paid to certain counterparties.

57. On March 2, 2016, Justice Wilton-Siegel issued the Assignment Order.

**d. Counterparties with Pre-Filing Arrears Seek Payment of their Cure Costs**

58. As mentioned above, the Consent Letters were delivered to counterparties on a rolling basis. I am advised by Ms. Esaw that, in total, between January 22, 2016 and March 1, 2016, 9 counterparties to Consent Required Contracts contacted the Primus Entities to advise them that they would be willing to consent to an assignment, but only conditional on the pre-filing arrears owing under their contract being paid. During that period, and excluding Zayo, 14 counterparties consented to an assignment of their contract(s) with the Vendor(s) to the Purchaser without seeking payment of their pre-filing arrears.

59. To the extent that counterparties required to have pre-filing arrears paid as a condition to providing their consent to assignment, the Primus Entities and the Purchaser carried on negotiations with such parties as contemplated in Section 2.3 of the APA. Ultimately, the Primus Entities reached agreements with these parties with respect to the quantum of their pre-filing arrears. These parties provided their consent to assign their contract(s) with the Vendor(s) to the Purchaser conditional on the payment of such pre-filing arrears to be paid as Cure Costs, in accordance with section 3.7 of the APA.

**D. ASSIGNMENT OF THE ALLSTREAM/ZAYO CONTRACTS**

**a. Overview**

60. The Primus Entities (or predecessors thereof) had a lengthy business relationship with Allstream Inc. ("**Allstream**", or predecessor thereof) spanning more than 15 years. Given the number of predecessor entities that are implicated, a brief review of the corporate history and corporate organization of Allstream is necessary.

61. Allstream Inc. ("**Allstream**") is formerly a wholly-owned subsidiary of Manitoba Telecom Services Inc. ("**Manitoba Telecom**"), who acquired its predecessor Allstream

Corp. in 2004 by way of amalgamation from a consortium that included, *inter alia*, AT&T Inc. (“AT&T”). At the time, Manitoba Telecom renamed the Allstream predecessor (who at that point had operated under the corporate name AT&T Canada Corp., “AT&T Canada”) as MTS Allstream Inc. (“MTS Allstream”). In 2012, Manitoba Telecom divided MTS Allstream into two separate companies: MTS Inc. (“MTS”) and Allstream. Between June 20, 2000 and April 30, 2015, Primus Canada (or a predecessor) entered into contracts with each of AT&T Canada, MTS Allstream, MTS and Allstream. Following the division of MTS Allstream into MTS and Allstream, the contracts were notionally, but not formally, divided between MTS (the “MTS Contracts”) and Allstream (the “Allstream Contracts”).<sup>6</sup>

62. Primus Canada (or its predecessor) had a long business relationship with Allstream, tracing through the predecessor entities named above dating back to, approximately, 1999. By way of background, Primus Canada carried on business re-selling telecommunication services. Historically, Primus Canada offered a wide selection of residential and business telecommunication services including: internet, voice over internet protocol (“VoIP”), hosted private branch exchange (“PBX”), local phone, long distance phone, pre-paid calling cards, and wholesale long distance capacity to smaller telecommunication providers. Among other things and other services, Allstream (or predecessor thereof) sold wholesale telecommunication services to Primus Canada that Primus Canada then resold as part of its business, including long distance phone, local internet and VoIP. Between 1999 and 2015, Primus Canada and Allstream (or applicable predecessor) entered into an increasing number contracts providing an ever-expanding set of services.

63. Although MTS and Allstream were separate and unrelated corporate entities during the pendency of the CCAA, with each having a separate corporate parent, the Primus Entities received joint communications from Allstream on behalf of MTS with respect to consent to assignment as set out in greater detail below. Accordingly, and only to the extent necessary to set out the full background to the assignment of the Allstream Contracts by Zayo, this affidavit canvasses the MTS Contracts and assignments from MTS.

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<sup>6</sup> The MTS Contracts are not part of the present motion. The Primus Entities sent MTS separate Consent Letters requesting its consent to assign certain contracts to the vendors (dated January 26, 2016, January 28, 2016 and February 5, 2016).

64. As described above, the assignment of contracts was a substantial undertaking and the list of contracts to be assigned was in a state of some flux. As set out above, the Primus Entities relied on the written notice provisions in the Allstream Contracts in arranging delivery of the Consent Letters. Accordingly, the Consent Letters were addressed to the mailing address and to the attention of the person provided for in such notice provision.

65. As a result, the Primus Entities sent three separate Consent Letters requesting that certain of the Allstream Contracts be assigned from the applicable Vendor to the Purchaser, to the attention of three different persons at three separate addresses (two of which were in Toronto and one of which was in Ottawa).

66. By way of a Consent Letter dated January 22, 2016, the Primus Entities sought assignment of an untitled agreement dated June 20, 2000 between Primus Canada and the Allstream signatory/predecessor entity AT&T Canada. A copy of the Consent Letter dated January 22, 2016, addressed to Allstream, is attached as Exhibit "D" to the Wong Affidavit. The Consent Letter was addressed to Michael Strople, the then current President of Allstream, at 200 Wellington St. W., Suite 1600 in Toronto.

67. By way of a Consent Letter dated January 26, 2016, the Primus Entities further requested the assignment of the following agreements:

- (a) A Capacity IRU Agreement dated June 28, 2000 (as amended March 25, 2013) between, *inter alia*, Globility Communications Corporation ("Globility"), an entity that was later amalgamated with Primus Canada, and AT&T Canada;
- (b) A Master Wholesale Agreement dated September 14, 2001 (along with several addendums) between Globility and MTS Allstream.
- (c) A Master Agreement for Interconnection dated December 4, 2003 between Globility and MTS Allstream Inc. ("MTS Allstream"); and
- (d) An Amended and Restated Global Master Carrier Agreement dated April 14, 2015 between Primus Canada and Allstream (including Schedule A to Local Exchange Voice Services to Master Global Carrier Agreement dated June 25,



2015, Schedule A to Local Exchange Voice Services to Master Global Carrier Agreement dated April 24, 2015, Schedule B to Master Global Carrier Agreement dated April 24, 2015).

The Consent Letter dated January 26, 2016 is attached as Exhibit "F" to the Wong Affidavit, and was addressed to Ron Haseman, at 200 Wellington Street West, Suite 900 in Toronto.

68. By way of a Consent Letter dated January 28, 2016, the Primus Entities sought the assignment of the Master Agreement for Local Interconnection, CRTC No. 1912/00 and related Schedule C between Allstream and Primus Canada. The Consent Letter dated January 28, 2016 is attached as Exhibit "H" to the Wong Affidavit, and was addressed to Pauline Jessome at 150 Laurier Avenue West, Floor 4 in Ottawa.

69. At the same time as the Primus Entities sought assignment of the above contracts, Zayo sought Primus Canada's assistance to effect a corporate restructuring by assigning certain contracts between Primus Canada and MTS to Allstream. Below, a brief review of the circumstances in which Zayo came to be acquired is set out, providing the necessary background to the present motion.

**b. Zayo Group Holdings, Inc. Acquires and Restructures Allstream into Zayo**

70. On November 23, 2015, Zayo Group Holdings, Inc. ("Zayo Group") announced that it had entered into a definitive agreement to acquire Allstream for an aggregate purchase price of \$465 million (the "Zayo Transaction"). In the press release announcing the acquisition, Zayo Group described the Zayo Transaction, and Allstream, as follows:

The purchase price is CAD \$465 million, representing a pre-synergized adjusted EBITDA multiple of less than five times. Allstream has approximately CAD \$600M revenue and Adjusted EBITDA (excluding restructuring charges) of approximately CAD \$100M. Zayo is primarily interested in adding Allstream's substantial fiber and colocation assets to Zayo's core network Communications Infrastructure business. Allstream has over 9,000 route kilometers of metro fiber network concentrated in Canada's top five metropolitan markets, (Toronto, Montreal, Vancouver, Ottawa, and Calgary) that connect to approximately 3,300 on-net buildings. In addition, Allstream has an approximate 20,000 route kilometer long-haul fiber network connecting all major Canadian markets and 10 U.S. network access points.

[...]

Allstream is a Canadian leader in IP communications and the only national provider that works exclusively with business customers. Supported by its more than 30,000-kilometre nationwide high-performance fibre-optic network, Allstream's communications technologies and services include a range of innovative, highly-scalable IP, Cloud and Security solutions that help organizations communicate more efficiently and profitably. Allstream is recognized for offering solutions that its competitors will not and for delivering the best customer experience among national providers...

Attached hereto as Exhibit "G" is a copy of the press release dated November 23, 2015 announcing the acquisition of Allstream by Zayo Group (the "Zayo Press Release").

71. While part of Manitoba Telecom, Allstream was advertised as the only Canadian-owned national communications supplier working exclusively with businesses. For example, in its 2014 Annual Report, Manitoba Telecom described Allstream as follows:

Allstream is the only national communications provider focused exclusively on serving Canadian business. We are able to leverage our multi-billion-dollar investment in our extensive IP fibre network, along with the popularity of IP-based products in the Canadian business marketplace. Our IP grid allows us to drive growth in high-margin on-net IP-based services.

72. Zayo Group, a publically traded company headquartered in Boulder, Colorado, is an international telecommunication services provider. On its "About Zayo" webpage, Zayo Group describes itself as follows:

Zayo Group (NYSE: ZAYO) provides Communications Infrastructure services, including fiber and bandwidth connectivity, colocation and cloud services to the world's leading businesses. Customers include wireless and wireline carriers, media and content companies and finance, healthcare and other large enterprises. Zayo's 110,000-mile network in North America and Europe, includes extensive metro connectivity to thousands of buildings and data centers. In addition to high-capacity dark fiber, wavelength, Ethernet and other connectivity solutions, Zayo offers colocation and cloud services in its carrier-neutral data centers. Zayo provides clients with flexible, customized solutions and self-service through Tranzact, an innovative online platform for managing and purchasing bandwidth and services.

73. I am advised by Mr. Calina that the present Zayo Group formed by means of a series of accretive acquisitions (roughly 30 in total) between its being founded in 2007 and 2016. In the Frequently Asked Question (“FAQ”) page prepared for the Zayo Transaction, Zayo Group stressed its experience in asset purchase transactions in the telecommunications industry:

...We’ve proven out a model of acquiring infrastructure assets and leveraging them to deliver high-performance Communications Infrastructure to customers. We’ve done this successfully in the U.S. and Europe and are extending this strategy to Canada.

74. On January 15, 2016, the Zayo Group closed the Zayo Transaction. At the same time, the Zayo Group announced a reorganization of the Allstream business:

BOULDER, Colo. – January 15, 2016 – Zayo Group Holdings, Inc. (“Zayo”) (NYSE: ZAYO), the global leader in Communications Infrastructure, today announced it has closed its acquisition of Allstream, Inc. (“Allstream”), a wholly owned subsidiary of Manitoba Telecom Services Inc. (TSX: MBT), for a purchase price of CAD \$465 million. The acquisition establishes Zayo as the only Pan-U.S./Canada fiber network provider, and adds five dense metro networks to Zayo’s portfolio.

[...]

Zayo will reorganize the Allstream business and assets into two business units. The first, Zayo Canada, will own and operate the Canadian fiber and data center assets and its products and customers will align with those of Zayo. Zayo Canada will represent approximately half of Allstream’s CAD \$600 million revenue base. The second business unit will include Allstream’s voice, unified communications and small enterprise businesses and will retain the Allstream brand.

Attached hereto as Exhibit “H” is a copy of the press release dated January 15, 2016 announcing the closing of the Zayo Transaction.

**c. Zayo Consents to the Assignment of the Allstream Contracts to the Purchaser**

75. On January 29, 2016 Ms. Wong sent an e-mail to the Primus E-mail Address to the attention of Mr. Bissell attaching a letter from Mr. Strople dated January 29, 2016 (the “Allstream Consent Letter”) in which Allstream and MTS advised that they were

consenting to the assignment of the contracts between them and the Primus Entities. The Allstream Consent Letter is attached as Exhibit "I" to the Wong Affidavit. Attached hereto as Exhibit "I" is a copy of the e-mail dated January 29, 2016 from Ms. Wong to the Primus E-mail Address.

76. The Allstream Consent Letter requested a reciprocal consent from the Primus Entities. In particular, Allstream sought the Primus Entities' consent to the assignment to Allstream of certain contracts between MTS and Primus Canada. The Allstream Consent Letter reads in relevant part:

As you may be aware, what is now Allstream Inc. was formerly the Allstream national enterprise division of MTS Inc. (formerly MTS Allstream Inc., into which Allstream Corp. amalgamated in 2004, the latter of which was formerly known as AT&T Canada Corp.). Effective January 1, 2012, MTS Allstream Inc. changed its name to MTS Inc. ("MTS") and transferred its business previously operated by its Allstream division to Allstream Inc. ("Allstream"). Since that time, Primus Canada has purchased goods and/or services under the Contracts from Allstream. On January 15, 2016, Manitoba Telecom Services Inc., the parent company of each of MTS and Allstream, announced that it had completed the sale of Allstream to Zayo Group, LLC (the "Transaction"). In connection with such Transaction and to reflect the actual usage of the Contracts, MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Contracts, and Allstream wishes to assume such obligations, exercise such rights, and receive such benefits. MTS and Allstream reciprocally request your consent to these assignments and your agreement that, in consideration of Allstream's assumption of MTS's obligation under the Contracts, MTS is released from all obligations under the Contracts arising after the date first noted above (January 29, 2016).

Accordingly, Allstream and MTS, the latter as and if applicable, in its/their capacity as party/ies to the Contracts, hereby consent(s) to the assignment of the Contracts to Birch, effective as of and subject to the closing of the Primus-Birch Transaction, and this consent is effective notwithstanding anything in the Contracts to the contrary.

In addition, but *not* subject to the closing of the Primus-Birch Transaction, we request that Primus Canada evidence its consent to MTS' assignment to Allstream of the Contracts by countersigning the enclosed and forward the same...

77. On February 5, 2016, Ms. Jessome sent to Kyle Mitchell, then regulatory counsel to Primus Canada, by way of e-mail an executed consent to assignment for the Master

Agreement for Local Interconnection, CRTC No. 1912/00 and related Schedule C between Allstream and Primus Canada as requested in the January 28, 2016 Consent Letter. The executed consent to assignment is attached as part of Exhibit "H" to the Wong Affidavit. Attached hereto as Exhibit "J" is the February 5, 2016 e-mail from Ms. Jessome attaching the executed consent to assignment.

78. On February 17, 2016, Ms. Wong sent an e-mail to the Primus E-mail Address to the attention of Mr. Bissell attaching a letter from Mr. Strople dated February 17, 2016 (the "Revised Allstream Consent Letter"). Attached hereto as Exhibit "K" is a copy of the e-mail dated February 17, 2016 from Ms. Wong to the Primus E-mail Address.<sup>7</sup> The Revised Allstream Consent Letter is attached as Exhibit "J" to the Wong Affidavit.

79. I am advised by Mr. Mitchell that the Allstream Consent Letter listed certain contracts understood by the Primus Entities to properly be MTS Contracts as Allstream Contracts, which caused some confusion (e.g., that the CLEC-IXC Agreement dated November 15, 2005 and the 911 Service Agreement referenced therein were listed as Allstream Contracts, rather than MTS Contracts). After reviewing the Allstream Consent Letter, the Primus Entities separately discussed and confirmed with each of MTS and Allstream which contracts were properly Allstream Contracts and MTS Contracts.

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<sup>7</sup> The relevant text of the Revised Allstream Consent Letter provides as follows:

Further to our January 29, 2016 letter to you attached as Schedule B, we attach hereto a revised Schedule A of contracts for which we provide our consent to the assignment thereof to Birch (the "Contracts"). Accordingly, Allstream Inc. ("Allstream") and MTS Inc. ("MTS"), the latter as and if applicable, in its/their capacity as party/ies to the Contracts, hereby consent(s) to the assignment of the Contracts to Birch, effective as of and subject to the closing of the Primus-Birch Transaction, and this consent is effective notwithstanding anything in the Contracts to the contrary. Please note that the following two agreements have been removed from Schedule A and shall remain with MTS:

(i) Master Agreement for CLEC-IXC Interconnection dated November 15, 2005, between Globility Communications Corporation ("Globility"), which was subsequently amalgamated with and now Primus Telecommunications Canada Inc. ("Primus Canada") and MTS Allstream Inc. ("MTSA"), now MTS; and

(ii) Interconnection Agreement for the provision of 9-1-1 services to a Competitive Local Exchange Carrier dated July 7, 2005 between Primus Canada (formerly Globility) and MTSA, now MTS.

Accordingly, the Allstream Consent Letter was updated to reflect the accurate assignment of the CLEC-IXC Agreement dated November 15, 2005 and the 911 Service Agreement, as set out therein. The Revised Allstream Consent Letter repeated the request that Primus Canada consent to an assignment of certain of its contracts with MTS to Allstream to facilitate Allstream's restructuring as contemplated by the Zayo Transaction.

80. I am advised by Ms. Esaw that, on February 19, 2016, she forwarded the Revised Allstream Consent Letter to counsel for the Purchaser at Goodmans LLP ("Goodmans") and advised them that Allstream and MTS were seeking assignment of the former's contracts to the latter in connection with the Zayo Transaction.

81. I am further advised by Ms. Esaw that, Victor Liu, Partner at Goodmans, expressed concern that the Revised Consent Letter, *inter alia*: (i) did not consent to an assignment in favour of Birch or any affiliate of Birch; and (ii) did not confirm that the Purchaser was responsible only for those obligations arising after the closing of the Transaction.

82. On March 1, 2016, at 10:59 a.m., Mr. Mitchell wrote an e-mail marked "High Importance" to Mr. Mark Eklove, General Counsel & Director of Law & Privacy Allstream, attaching a letter dated March 1, 2016 (the "Consolidated Consent Letter"), which was intended to consolidate and replace the Revised Consent Letter. A copy of the executed Consolidated Consent Letter, with enclosures, is attached as Exhibit "K" to the Wong affidavit. A copy of Mr. Mitchell's e-mail dated March 1, 2016 to Mr. Eklove is attached hereto as Exhibit "L". The Consolidated Consent Letter provided as follows:

This letter consolidates and replaces your letter dated 17 February 2016 regarding the contracts between Allstream Inc. ("Allstream") and Primus Telecommunications Canada Inc. and its predecessors and affiliates ("Primus Canada") that are listed on "Attachment A" to this letter, in each case, as amended, restated, renewed, extended or assigned from time to time (the "Allstream Contracts"). Primus requests Allstream's consent to assign the Allstream Contracts pursuant to the transaction described in greater detail below...

83. The Consolidated Consent Letter expressly advised Zayo that the Purchaser would only be responsible for those obligations under the Allstream Contracts arising after the closing of the Transaction:

Pursuant to the terms of the Contracts, we hereby request your consent to the assignment of the Contracts to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in March 2016, and Birch Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing...

[Emphasis added.]

84. On March 1, 2016 at 2:45 p.m., Mr. Mitchell wrote an e-mail to Ms. Wong following up to see if there were any updates with respect to the Consolidated Consent Letter. Ms. Wong replied by way of e-mail at 2:46 p.m., advising that "[i]t all makes perfect sense to me" and that she would turn her attention to the matter as soon as she was able. Attached hereto as Exhibit "M" is a copy of the e-mail correspondence between Mr. Mitchell and Ms. Wong.

85. On March 1, 2016 at 3:39 p.m., Mr. Mitchell wrote a further e-mail to Ms. Wong, as follows:

Hi Julie - I'm sorry to email again as I know you're busy, but is it possible for you to confirm this can be addressed today (you mentioned there may be some logistics involved as you're out of office). I'm just hoping to provide a timeline to the various stakeholders here in light of our deadlines.

86. At 3:40 p.m., Ms. Wong replied and advised that "[i]t's proving difficult" but clarified that she would contact Mr. Strople that night in the hope that he could sign the Consolidated Consent Letter and return it on the same day. At 3:43 p.m., Mr. Mitchell replied thanking Ms. Wong and advised that he would execute Schedule D to the Consolidated Consent Letter, which I understand represents the consent to assign the contracts between Primus Canada and MTS to Allstream (as had been requested in the Allstream Consent Letter and subsequently reiterated in the Revised Allstream Consent Letter). At 4:45 p.m. on March 1, 2015, Ms. Wong wrote to Mr. Mitchell and advised that she had "some tweaks" to the Consolidated Consent Letter, which included adding "Inc." to the signature block (which originally read as "Allstream", not "Allstream Inc."). Ms.

Wong advised Mr. Mitchell that she had e-mailed the Consolidated Consent Letter to Mr. Strople for his signature. Attached hereto as **Exhibit "N"** is a copy of the correspondence with Ms. Wong. Attached as **Exhibit "O"** is the unsigned version of the Consolidated Consent Letter, which Mr. Mitchell sent on March 1, 2016 at 10:59 a.m. to Mr. Eklove.

87. On March 1, 2016 at 5:17 p.m., Ms. Wong sent an e-mail to Mr. Mitchell, marked "High Importance", attaching the executed Consolidated Consent Letter. Mr. Mitchell replied at 5:28 p.m., thanking Ms. Wong and attaching an executed version of the Schedule D to the Consolidated Consent Letter. Attached hereto as **Exhibit "P"** is a copy of Mr. Mitchell's correspondence with Ms. Wong. Attached hereto as **Exhibit "Q"** is a copy of the executed Consolidated Consent Letter.

88. On March 2, 2016 at 10:05 a.m., Ms. Wong wrote to Mr. Mitchell to advise him of a potential formatting error in the executed form Schedule D to the Consolidated Consent Letter. Mr. Mitchell replied at 10:17 a.m., providing a revised and executed form of Schedule D. Attached hereto as **Exhibit "R"** is a copy of Mr. Mitchell's e-mail correspondence chain with Ms. Wong.

#### E. CONCLUSION


89. I am advised by Mr. Calina that Stikeman Elliott received no inquiries 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 nor any inquiries with respect to the Service List, the E-Service Protocol, or the procedure by which a stakeholder might receive copies of the court documents filed in connection with the motion for the Assignment Order, the Approval and Vesting Order, or any other matter in the CCAA.

90. As discussed above, Zayo provided its consent to assignment of the Allstream Contracts as part of a series of very detailed discussions and written communications among Zayo, Primus, the Monitor and the Purchaser. I believe that those parties should be entitled to rely on the signed consents delivered by Zayo and that, having delivered those consents, there was no reason for Zayo to have been part of the Assignment Order.



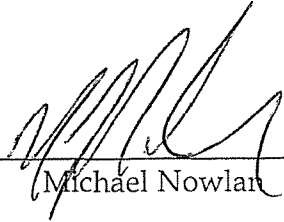
91. For all of the foregoing reasons, the Primus Entities seek that Zayo's motion with respect to Cure Costs be dismissed.

SWORN BEFORE ME at the City of  
Toronto, Province of Ontario, on July  
19, 2016.



Commissioner for Taking Affidavits

**Vlad A. Calina**

  
Michael Nowlan

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 MICHAEL NOWLAN  
(SWORN JULY 19, 2016)**

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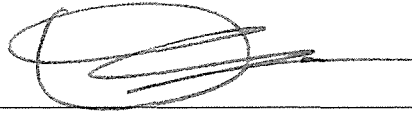
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**Fax: (416) 947-0866**

**Lawyers for the Applicants**

**TAB A**

THIS IS EXHIBIT "A" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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Commissioner for Taking Affidavits

# The Guide Concerning Commercial List E-Service

Effective July 1, 2014

This Guide applies to proceedings on the Commercial List in the Toronto Region, effective July 1, 2014. It *supersedes* all E-Service Protocols for the Commercial List in the Toronto Region, issued before July 1, 2014, which are hereby revoked.

Counsel and parties are advised to refer to the relevant Parts of the Consolidated Provincial Practice Direction, the Consolidated Practice Direction for Divisional Court Proceedings as well as any other relevant Toronto region-specific Practice Directions and Guides which are available on the Superior Court of Justice website at: [www.ontariocourts.ca/scj](http://www.ontariocourts.ca/scj).

## Part I: Introduction

Proceedings on the Ontario Superior Court (Commercial List) (the “Court” or the “Commercial List”) frequently involve multiple and evolving stakeholders located nationally and internationally. These proceedings involve “real time litigation” which, by its nature, requires efficient, effective and cost efficient methods of providing service and notice to stakeholders.

The usual methods of service provided for under the *Rules of Civil Procedure* (Ontario) (the “Rules”) do not always operate efficiently in multi-party, multi-jurisdictional proceedings, nor do they take advantage of the most current technologies. Service provisions in Commercial List orders before the development of this guide evolved in an *ad hoc* manner without precision or specificity with respect to such fundamental terms as the “service list”.

The purpose of this Commercial List E-Service Guide (“E-Service Guide”) is to provide a uniform method of “substituted service”, under the Rules, that engages modern and efficient processes to effect service and give notice in certain Commercial List proceedings. In order to achieve this purpose the E-Service Guide utilizes three tools:

- a. Service of documents by electronic mail;
- b. A “service list” with defined parameters; and
- c. Mandatory websites containing defined minimum levels of information.

The E-Service Guide will be incorporated by reference in orders at the initial stages of certain Commercial List proceedings as a form of substituted service pursuant to Rule 16.04 of the Rules subject to Rule 17.05.[1] A copy of the E-Service Guide will be available on the Commercial List website at: [www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial\\_List](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial_List) and need not be appended to the incorporating order.

The E-Service Guide permits service upon persons on the E-Service List [2] by those who have the right to serve and file material in the proceeding under the Rules, an order of the Court or otherwise. The E-Service Guide does not itself give any person the right to serve and file material. To that end, the E-Service Guide is not meant to alter or replace requirements under the Rules with respect to such matters as the delivery of Notices of Appearance. The E-Service Guide is subject to modification by the Court in appropriate cases.

Nothing in this E-Service Guide varies any requirements under the Rules or applicable practice directions with respect to the filing of Court Documents with the Court.

The E-Service Guide will be used in the following insolvency proceedings (collectively, the “**Insolvency Proceedings**”) pending before the Commercial List:

- a. Proceedings under the *Companies' Creditors Arrangement Act (Canada)* (“**CCAA**”);
- b. Receivership proceedings, including proceedings under the *Bankruptcy and Insolvency Act (Canada)* (“**BIA**”), the *Courts of Justice Act (Ontario)*, the *Securities Act (Ontario)* and other legislation which provides for the appointment of court officers;
- c. Proceedings under the *Winding-Up and Restructuring Act*;
- d. Division I proposal proceedings under the BIA; and
- e. Any other insolvency-related proceedings, including bankruptcy proceedings under the BIA or other Commercial List proceedings, where the Court determines that it would be beneficial to use the E-Service Guide.[3]

In addition to the Insolvency Proceedings, the E-Service Guide may be used in large or complex arrangement, re-organization or similar court proceedings under the *Business Corporations Act (Canada)* and the *Business Corporations Act (Ontario)* where the Court determines that its use would be beneficial (“**Reorganization Proceedings**”).[4] Insolvency Proceedings and Reorganization Proceedings are referred to collectively as “**Commercial List Proceedings**”.

## Part II: Service by Email

1. Electronic mail (“**Email**”) will be the required mechanism to serve documents to be filed in court (“**Court Documents**”) in Commercial List Proceedings. If service by Email is not practicable Court Documents may be served as provided in the Rules.
2. Court Documents are documents that must be served under the Rules with respect to motions or applications in Commercial List Proceedings such as notices of motion, notices of application, affidavits, facts, Court Officer [5] reports and orders.
3. Service by Email on the E-Service List shall be used only for the following purposes:
  - a. Service of Court Documents;
  - b. Delivery of correspondence containing information with respect to motions or applications such as the location or timing of a Commercial List Proceeding or other directions with respect to a proceeding; and
  - c. Circulation of material related to motions or applications such as draft orders.
4. Email sent to the E-Service List shall not be used in order to provide a party's general comments on the proceedings or to advocate positions or for any other use not specifically provided for herein.
5. The moving party in a Commercial List Proceeding shall seek Court adoption of the E-Service Guide in the order initiating the proceeding (or as soon as practicable thereafter). The following provision shall be included in such order unless varied by the Court:

### Substituted Service and Case Website [6]

THIS COURT ORDERS THAT the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which

can be found on the Commercial List website at: [www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/)) shall be valid and effective service. Subject to Rule 17.05 [7] this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL '<@>'. "

6. Except as otherwise provided herein, Email service is a sufficient mode of service of Court Documents without duplicating service by facsimile, hard copy delivery or other method of service.
7. Court Documents should be served by Email by way of HTML link or PDF files. If the party serving the Court Document can create an HTML link to the Court Document prior to serving the Court Document, service of such document by PDF file shall not be necessary. The HTML link must be a link directly to the document being served.[8]
8. To the extent practicable, Court Documents shall be in a format which is compliant with the Guide Concerning E-Delivery.
9. Where a party is serving more than one document by Email of HTML links, the Email shall specify each document being served and shall include a separate HTML link for each document being served.
10. If a Court Document is being served by way of an Email of a PDF file, the party serving the Court Document shall be cognizant of the size of the file and send the Court Document in multiple Emails if the PDF file would appear to be too large to serve in a single Email.
11. If the party serving the Court Document by Email receives notification of a transmission failure, the party serving the Court Document shall make reasonable efforts to ensure that successful Email transmission of the Court Document occurs or that the Email comes to the attention of the intended recipient or his or her firm.[9]
12. Any Court Document served by Email should clearly state in the subject line of the Email: (i) notification that a Court Document is being served; (ii) a recognizable short form name of the Commercial List Proceeding; (iii) the nature of the proceeding; and (iv) the nature of the Court Document.[10] The body of the Email should contain a description of the party serving the Court Document, a brief description of the nature of the Court Document being served, the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known.
13. In accordance with Rule 3.01(1)(d), a Court Document served by Email before 4:00 p.m. shall be deemed to be received that day and Court Documents served after 4:00 p.m. or at any time on a holiday shall be deemed to be received on the next day that is not a holiday.
14. Each party serving a Court Document in a Commercial List Proceeding is responsible for complying with the E-Service Guide. Nothing herein, however, is intended to change the substantive law about who is required to be served with materials in respect of any particular motion or proceeding brought within a Commercial List Proceeding.
15. Even though a Court Document has been served in accordance with this E-Service Guide, a person may show that the Court Document:
  - a. did not come to the person's notice;

- b. came to the person's notice later than when it was served or effectively served, or
  - c. was incomplete or illegible.
16. Each party serving a Court Document by Email shall prepare an affidavit of service containing the particulars of the service including the E-Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.

### Part III: The E-Service List

17. The E-Service List in a Commercial List Proceeding ("E-Service List") is a mechanism to facilitate service of Court Documents on stakeholders who should be served with Court Documents ("Stakeholders"). Stakeholders include a corporation, body corporate, partnership or individual that has a legal interest in the Commercial List Proceeding. The E-Service List is not intended as a mechanism to generally disseminate information with respect to the status of a Commercial List Proceeding.
18. The E-Service List shall list the names, contact coordinates, including Email addresses, of Stakeholders or their counsel, who may be served by Email in accordance with Part III hereof. Inclusion of a party on the E-Service List allows effective service of Court Documents on such party by Email.
19. After the order is issued authorizing the use of the E-Service Guide in a Commercial List Proceeding, counsel for the party initiating the proceeding, or the appointed Court Officer, if appropriate, (the "E-Service List Keeper") shall prepare the initial E-Service List containing the names and e-mail addresses of Stakeholders upon whom service is to be effected by Email.
20. The E-Service List Keeper shall use its best efforts to ensure that the Email address of a Stakeholder is correct and will result in an effective transmission of Court Documents to the intended recipient when initially placed on the E-Service List. Stakeholders on the E-Service List shall notify the E-Service List Keeper of any subsequent change of their Email address.
21. The E-Service List Keeper shall send an Email to each proposed Stakeholder identifying themselves as the E-Service List Keeper and advising that: (i) the proposed Stakeholder has been placed upon the E-Service List, (ii) Court Documents will be validly served upon the proposed Stakeholder by Email; and (iii) that any Stakeholder on the E-Service List may serve Court Documents on any other Stakeholder on the E-Service List in accordance with this E-Service Guide.
22. During the course of the Commercial List Proceeding, the E-Service List Keeper shall add Stakeholders to the E-Service List from time to time as required subject to the procedure set out in paragraph 21.
23. The E-Service List must include the following parties:
- a. Counsel for the applicant/moving party in the Commercial List Proceeding;
  - b. The Court Officer appointed in the Commercial List Proceeding and counsel for the Court Officer;
  - c. Counsel for any party that has delivered a Notice of Appearance under the Rules from time to time;
  - d. Any party or counsel to any party who should be served with Court Documents in accordance with the Rules and the practice in the Commercial List; and
  - e. Any Stakeholder or counsel to a Stakeholder who has filed a Request for Electronic Service ("RES").<sup>[11]</sup>



24. Stakeholders who wish to be placed on the E-Service List in order to receive service of Court Documents in a timely and efficient manner shall Email to the E-Service List Keeper a duly completed RES in the form attached as Schedule "A" hereto[12].
25. If a Stakeholder on the E-Service List no longer has an ongoing legal interest in a Commercial List Proceeding, that Stakeholder may request that the E-Service List Keeper delete that Stakeholder from the E-Service List.
26. Those persons who are interested in monitoring a Commercial List Proceeding but are not required to be served with Court Documents in accordance with the Rules or the practice in the Commercial List are not to be placed on the E-Service List. Such parties should monitor the Commercial List Proceeding by accessing the Case Website.[13]
27. A lawyer who files an RES on behalf of a client must identify such client. Lawyers receiving E-Service of Court Documents on behalf of clients must be properly accredited lawyers within the jurisdiction in which they practice. By delivery of such RES, the lawyer warrants his or her authority to receive service on behalf of his/her client.
28. In addition to the E-Service List referred to in paragraph 18 hereof, the E-Service List Keeper shall create and maintain a copyable Word document containing up to date Email addresses of the Stakeholders on the E-Service List (the "Address List"). The purpose of the Address List is to allow Stakeholders on the Service List to copy and paste the Email addresses of the current Stakeholders on the E-Service List into Emails serving Court Documents. This process is designed to avoid E-Service of Court Documents using out of date or inaccurate E-Service Lists. The practice of serving Court Documents by "replying to all" on a previous Email is discouraged. The E-Service List Keeper shall provide a current copy of the Address List to the WebHost[14] each time the list is updated, as Stakeholders are added or removed.
29. Any party wishing to serve a Court Document in a Commercial List Proceeding shall use the then current copy of the Address List posted on the Case Website to serve the Court Documents. If possible, the serving party shall make enquiries of the E-Service List Keeper to determine if the E-Service List Keeper is aware of parties to be added to the Address List who have not yet been added.
30. During the course of a Commercial List Proceeding, certain motions or applications require service of Court Documents on respondents with an interest in that particular motion or application only; for example, service on lien claimants with an interest only on specific property with respect to a sale approval and vesting order. In such circumstances, the party bringing the motion or application shall prepare a Supplementary E-Service List listing the names and Email addresses of the "one time" respondents that the moving party wishes to serve by Email. The cover Email shall contain the information designated in paragraph 12 and 21 hereof. The affidavit of service with respect to that motion shall include the Supplementary E-Service List.
31. The E-Service List Keeper shall use its best efforts to maintain the E-Service List current and accurate. In addition to any other protection that may be available to it by statute or Court order, the E-Service List Keeper shall incur no liability in carrying out the provisions of this E-Service Guide and, in particular, with respect to the creation or maintenance of the E-Service List, except for any gross negligence or wilful misconduct on its part.

#### **Part IV: The Case Website**

32. The case website hereinafter described (the "Case Website") will be established for the purpose of:

- a. Creating a comprehensive and current record of Commercial List Proceedings;
  - b. Allowing easy and inexpensive access to the record of proceedings to Stakeholders involved in Commercial List Proceedings and to parties with a potential interest in the proceedings;
  - c. Providing a mechanism to facilitate service of Court Documents by Email with HTML links to particular Court Documents; and
  - d. Provide a mechanism to facilitate the dissemination of notices and information to larger groups of interested parties such as employees, retirees or general unsecured creditors.
33. The Case Website shall be hosted by the Court Officer appointed in the Insolvency Proceeding or by counsel to the applicant in Reorganization Proceedings (the "WebHost") or as the Court may order.
34. The Case Website, or a link to the Case Website, shall be located on the WebHost's website and shall be prominently identified to ensure easy public access to the Case Website and the Court Documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of all Court Documents delivered in a Commercial List Proceeding.
35. The Case Website shall be organized in a manner that facilitates the ability of any interested party to easily locate Court Documents delivered in the Commercial List Proceedings and other documentation relevant to the Commercial List Proceedings such as proof of claim forms and creditor meeting documentation.
36. The WebHost shall post the following categories of documents, as served or to be served:
- a. Notices of application/notices of motion;
  - b. All affidavits, including exhibits, and other material filed by an applicant/moving party with respect to an application/motion;
  - c. All responding affidavits, including exhibits, and other material delivered in response to the application or motion by all respondents;
  - d. All facts and written arguments delivered by any party to an application or to a motion;
  - e. Books of authorities;
  - f. All court reports filed by Court Officers;
  - g. All Court Orders, Reasons for Decision and Endorsements;
  - h. The current version of the E-Service List and Address List;
  - i. The name and Email address of the E-Service List Keeper; and
  - j. Any document that requires dissemination to interested parties, such as proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters as requested by the restructuring debtor or the Court Officer.

If the WebHost is uncertain whether a document should be posted on the Case Website as a result of its content, the WebHost may seek directions from the Court at a 9:30 appointment.

37. This list of information to be posted to the Case Website is not meant to be an exhaustive list. The WebHost may post other case-related information to the Case Website in its discretion. In the case of a Monitor under

the CCAA, nothing in this E-Service Guide shall affect any requirements set out in the CCAA or the regulations thereunder with respect to the posting of documents to a website by the Monitor.

- 38. Documents that have been sealed by Court order or documents in respect of which sealing orders are being requested shall not be posted on the Case Website.
- 39. Any party intending to bring a motion or application in a Commercial List Proceeding shall, if reasonably possible, provide an electronic copy of the motion or application record to the WebHost for posting on the Case Website prior to service. If the motion or application record has been posted on the Case Website, the moving party or applicant may serve the proceeding by Email using a HTML link to the Case Website. Where time does not permit the prior posting of motion or application records on the Case Website, the applicant or moving party shall serve the Court Documents on the E-Service List by Email of a PDF or by HTML link in accordance with paragraph 7.
- 40. Counsel shall send an electronic copy of Court Documents to the WebHost at the time of service of the Court Documents on the E-Service List.
- 41. The WebHost shall use its best efforts to post documents provided to it by counsel in PDF format on the Case Website as soon as practicable.
- 42. The WebHost shall maintain the Case Website for a period of at least six months after the earlier of completion of the Commercial List Proceeding or the discharge of the WebHost if a Court Officer.
- 43. To the extent practicable the WebHost shall post links to foreign proceedings related to the Commercial List Proceedings on the Case Website.
- 44. The WebHost is entitled to charge for the time spent maintaining the Case Website at the usual hourly rates charged by its staff. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
- 45. The WebHost shall use its best efforts to maintain the Case Website current and complete. In addition to any other protection that may be available to the WebHost by statute or Court order, the WebHost shall incur no liability or obligation in carrying out the provisions of this E-Service Guide and, in particular, with respect to the creation and maintenance of the Case Website, except for any gross negligence or wilful misconduct on its part.

**SCHEDULE “A”**

**REQUEST FOR ELECTRONIC SERVICE (“RES”)**

*Please refer to important notes below*

In the Matter of the	XYZ Company Ltd	(the “Debtor”)
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal	< <a href="http://www.caseurl.com">http://www.caseurl.com</a> >	
<input type="checkbox"/> Other _____ of:		
<b>Legal Counsel to Stakeholder listed below:</b>	<LawfirmLLP	>
(please provide firm name, lawyer’s name, address and	<Lawyer name	>
email address)	<Address line 1	>
Please indicate your preference (by checking applicable	<Address line 2	>

box below): <email address >

Serve counsel only

Serve counsel & Stakeholder listed below

Name of Stakeholder requesting E-Service:(please provide full legal name, address, email address and describe Stakeholder's legal relationship to the Debtor) ABC Company Inc.

<Address line 1 >

<Address line 2 >

<email address >

Date: < Insert current date >

I acknowledge having read the Ontario Superior Court of Justice Commercial List E-Service Guide. I hereby request to be placed on the E-Service List. By so doing, I agree as a Stakeholder or as counsel to a Stakeholder that the Stakeholder accepts service by electronic means in this case and will be bound by that service:

Stakeholder/ Counsel to Stakeholder

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of E-Service List Keeper here>: <email address> | 416-xxx-xxxx

#### IMPORTANT NOTES

1. The E-Service List is intended to provide a timely and efficient method for effecting service in Commercial List Proceedings in accordance with the E-Service Guide, a copy of which has been posted on the Commercial List website at: [www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial\\_List](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/#Commercial_List).
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the E-Service List.
3. By filing this RES form, you hereby agree that the Stakeholder accepts service by electronic means as the sole means of service and will be bound by that service.
4. Parties residing outside of Ontario should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Ontario proceedings.

[1] Rule 17.05 deals with service of parties in a "contracting state" within the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters signed at The Hague on November 15, 1965 – Special requirements may apply to such service which are outside the scope of this E-Service Guide.

[2] As defined in Part III below.

[3] CCAA proceedings involve, by definition, cases with more than \$5 million of debt. No debt level criteria have been provided for other Insolvency Proceedings that may take advantage of the E-Service Guide – though the E-Service Guide, and in particular, the Case Website, may be inappropriate for smaller cases.

[4] Before seeking an order incorporating the E-Service Guide in Reorganization Proceedings, counsel should ensure that their firm has the capability to host the Case Website or that other suitable arrangements are made for the hosting of the site.

[5] Court Officers include Monitors, Receivers, Information Officers, Interim Receivers, Trustees in Bankruptcy, Proposal Trustees and other similar persons.

- [6] As defined in Part IV below.
- [7] See Note 1.
- [8] Where the HTML link is not to the Case Website, the party serving the Court Document shall ensure that the link remains active until the completion of the motion or proceeding relating to that Court Document.
- [9] Parties who are on the E-Service List shall ensure that “out of town notifications” or other similar notifications contain the name and Email address of another member of that person’s firm or business to whom the Court Document should be sent.
- [10] By way of example – E-SERVICE: Nortel – Approval of Sale of Assets – Motion Record.
- [11] As defined in paragraph 24 below.
- [12] Parties who do not reside in Ontario should consider whether, based upon the substantive law, the delivery of an RES constitutes attornment to the Ontario proceeding.
- [13] As defined in Part IV below.
- [14] As defined in Part IV herein.

**TAB B**

THIS IS EXHIBIT "B" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



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Commissioner for Taking Affidavits

## Vlad Calina

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**From:** Cathy Guthrie <cguthrie@counsel-toronto.com>  
**Sent:** Thursday, May 12, 2016 1:53 PM  
**To:** Vlad Calina; 'Aaron Welch'; 'Arlen Sternberg'; 'Brendan O'Neill'; 'Caitlin Fell'; 'Christopher Wayland'; 'Dan Murdoch'; 'David Hatter'; 'Diane Winters'; 'Domenico Magisano'; 'Eric Sherkin'; 'Eugéne Lefebvre'; 'Francois Gagnon'; 'Greg Azeff'; 'James Turgeon'; 'John Chiarella'; 'Kathryn Esaw'; 'Kevin O'Hara'; 'Larry Brunt'; 'MacParland, Natasha'; 'Maria Konyukhova'; 'Maurice Fleming'; 'Rachel Belanger'; 'Roger Jaipargas'; 'Ronald Carr'; 'Samantha Horn'; 'Shemin Manji'; 'Vitali Berditchevski'; 'goneil@mirickoconnell.com'; 'cdevine@mirickoconnell.com'; 'O'Neill,Brendan'; 'Liu, Victor'; 'J.B. Elliott'; 'Paul W Puckett'; 'William B. Rowland'; 'Segal, Matthew'; 'regulatory@vianet.ca'; 'pallard@cooptel.coop'; 'tracy.farkas@myaccess.coop'; 'iworkstation@mtsallstream.com'; 'jay@beanfield.com'; 'Stacey.langley@corp.eastlink.ca'; 'regulatory@brucetelecom.com'; 'bianca.sgambetterra@cogeco.com'; 'jeanvincent.dorais@derytelecom.ca'; 'regulatory@distributel.ca'; 'rick@telnetcommunications.com'; 'jonathan.scott@execulink.com'; 'regulatory@fibernetics.ca'; 'regulatory@flexity.ca'; 'regulatory@gosfieldtel.ca'; 'david.chisholm@gsuinc.ca'; 'reglementaire@maskatel.qc.ca'; 'a.schneider@hay.net'; 'regulatory@hurontel.on.ca'; 'robert@isptelecom.net'; 'regulatory@iristel.com'; 'a.schneider@hay.net'; 'david.chisholm@gsuinc.ca'; 'regulatory@flexity.ca'; 'david.chisholm@gsuinc.ca'; 'regulatory@brucetelecom.com'; 'Stacey.langley@corp.eastlink.ca'; 'jay@beanfield.com'; 'tracy.farkas@myaccess.coop'; 'pallard@cooptel.coop'; 'regulatory@vianet.ca'; 'regaffairs@quebecor.com'; 'regulatory.affairs@telus.com'; 'reglementa@telebec.com'; 'Regulatory@sjrb.ca'; 'document.control@sasktel.com'; 'Simon-Pierre.Olivier@fidomobile.ca'; 'regulatoryaffairs@nwtel.ca'; 'lgoetz@windmobile.ca'; 'Simon-Pierre.Olivier@fidomobile.ca'; 'jeanvincent.dorais@derytelecom.ca'; 'corpfin@navigata.ca'; 'corpfin@navigata.ca'; 'iworkstation@mtsallstream.com'; 'jr.sarrazin@rogers.com'; 'eric.unrau@navigata.ca'; 'Simon-Pierre.Olivier@fidomobile.ca'; 'regulatoryaffairs@nwtel.ca'; 'iworkstation@mtsallstream.com'; 'lgoetz@windmobile.ca'; 'jeanvincent.dorais@derytelecom.ca'; 'simon@globalive.com'; 'jacob.friedman@corp.xplornet.com'; 'kgugan@wightman.ca'; 'carlo.dondero@wtccommunications.ca'; 'regulatory@tccmail.ca'; 'rob.olenick@tbaytel.com'; 'regulatory@terago.ca'; 'reglementaire@maskatel.qc.ca'; 'reglementa@telebec.com'; 'regulatory@teksavvy.com'; 'affaires\_reglementaires@sogetel.com'; 'shannonvision@shannon.ca'; 'dabbass@seaside.ns.ca'; 'tjwbeach@ontarioeast.net'; 'Russell.Ochocki@ProvTel.com'; 'donna.robertson@novusnow.ca'; 'markb@nor-del.com'; 'jdowns@nexicomgroup.net'; 'lhallahan@mornington.ca'; 'clayton@mnsi.net'; 'sales@les.net'; 'bgispen@lakelandenergy.com'; 'legal@kimcot.com'; 'ROGERS, LINC'; 'Bissell, Steven'; 'Nigel Meakin'; 'SHALVIRI, ARYO'  
**Cc:** Andrew Winton  
**Subject:** Primus Telecommunications Canada Inc. et al. CCAA Proceedings - Court File No. CV-16-11257-00CL [IWOV-CLIENT.FID59987]  
**Attachments:** Notice of Appearance (w\_Service List).PDF

Please find attached a Notice of Appearance on behalf of Zayo Canada Inc. in respect of the CCAA Proceeding of Primus Telecommunications et al (Court File No. CV-16-11257-00CL), served upon you pursuant to the *Rules of Civil Procedure*.




*Cathy***Cathy Guthrie**

Assistant to Terrence O'Sullivan  
and Andrew Winton  
Direct: (416) 644-5346

Lax O'Sullivan Lissus Gottlieb LLP  
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**TAB C**

THIS IS EXHIBIT "C" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a cursive-like shape. The signature is positioned above a horizontal line.

---

Commissioner for Taking Affidavits



FTI Consulting  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto ON M5K 1G8

To: All Known Creditors

Re: PT Holdeo, Inc., Primus Telecommunications Canada, Inc., PTUS, Inc., Primus Telecommunications, Inc., and Lingo, Inc. (collectively, "Primus" or the "Company")

On January 19<sup>th</sup>, 2016, Primus sought and obtained an initial order (the "CCAA Initial Order") from the Ontario Superior Court of Justice (the "Court") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"). The CCAA Initial Order provides, among other things, a stay of proceedings until February 18<sup>th</sup>, 2016 (the "Stay Period") which may be extended by the Court from time to time. The proceedings commenced under the CCAA are herein referred to as the CCAA Proceedings. FTI Consulting Canada Inc. was appointed monitor (the "Monitor").

On January 21<sup>st</sup>, 2016, Primus sought and obtained an order from the United States Bankruptcy Court for the District of Delaware (the "US Court") providing a preliminary injunction staying actions against Primus or their assets, including terminating or modifying agreements or leases, pending further order of the US Court (the "Chapter 15 Proceedings").

A copy of the CCAA Initial Order, orders issued by the US Court, and materials filed in respect of the CCAA Proceedings and the Chapter 15 Proceedings may be obtained on the Monitor's website at <http://cfcanada.fticonsulting.com/primus> or on request from the Monitor by calling 416 649 8062 or toll free at 1 855 649 8062 or by emailing [primus@fticonsulting.com](mailto:primus@fticonsulting.com).

Further information and notice materials in respect of the CCAA Proceedings and the Chapter 15 Proceedings are presented below.

#### CCAA Proceedings

Pursuant to the CCAA Initial Order, all persons having oral or written agreements with Primus or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, credit card services provided by Chase Paymentech Solutions, utility or other services to Primus, are restrained until further Order of the Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by Primus, and that Primus shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the CCAA Initial Order are paid by Primus without having to provide any security deposit or any other security in accordance with normal payment practices of Primus or such other practices as may be agreed upon by the supplier or service provider and Primus and the Monitor, or as may be ordered by the Court. The CCAA Initial Order prohibits Primus from making payment of amounts relating to the supply of goods or services provided to Primus prior to January 19<sup>th</sup>, 2016, other than certain payments specified in the CCAA Initial Order.

During the Stay Period, all parties are prohibited from commencing or continuing legal action against



Primus and all rights and remedies of any party against or in respect of Primus or their assets are stayed and suspended except with the written consent of Primus and the Monitor, or by leave of the Court.

No claims procedure has yet been approved by the Court and creditors are therefore not required to file a proof of claim at this time.

The Company has negotiated the sale of the Company's business and assets in Canada and the United States with Birch Communications, Inc. following an extensive sale and investor solicitation process and will be seeking Court approval of that transaction at a hearing currently scheduled for February 17, 2016.

Headquartered in Atlanta, Georgia, Birch Communications Inc. is a provider of high-quality, reliable communications, broadband, cloud and IT services to small, mid-sized, enterprise and wholesale businesses in the United States, Canada and Puerto Rico.

If you have any questions regarding the foregoing or require further information, please consult the Monitor's website at <http://cfcanada.fticonsulting.com/primus> or by contacting the Monitor by calling 416 649 8062 or toll free at 1 855 649 8062 or by emailing [primus@fticonsulting.com](mailto:primus@fticonsulting.com).

#### Chapter 15 Proceedings

Pursuant to orders issued in the Chapter 15 Proceedings, attached for your information are the following documents:

- Notice of Filing and Hearing on Verified Petition of a Foreign Main Proceeding and Related Relief (the "Chapter 15 Notice");
- An Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "Provisional Relief Order"); and
- An Order Scheduling Hearing on Verified Petition Under Chapter 15 for Recognition of a Foreign Main Proceeding and for Additional Relief and Assistance Under the U.S. Bankruptcy Code and Specifying Form and Manner of Service of Notice of Hearing (the "Scheduling Order").

**TAB D**

THIS IS EXHIBIT "D" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

Commissioner for Taking Affidavits

PRIMUS TELECOMMUNICATIONS CANADA INC.,  
PRIMUS TELECOMMUNICATIONS, INC. and LINGO, INC.

as Vendors

and

BIRCH COMMUNICATIONS, INC.

as Purchaser

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ASSET PURCHASE AGREEMENT

January 19, 2016

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Schedule B – Essential Contracts

Schedule C – Assumed Contracts

Schedule D – Excluded Assets

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Schedule F – Purchase Price Allocation

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Schedule H – Purchased Intellectual Property

Schedule I – Form of Approval and Vesting Order

Schedule J – Form of Management Services Agreement

Schedule K – Regulated Customer Relationship Values by State

## ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of January 19, 2016, between Primus Telecommunications Canada Inc., a corporation incorporated under the laws of Ontario, Primus Telecommunications, Inc., a corporation incorporated under the laws of Delaware, and Lingo, Inc., a corporation incorporated under the laws of Delaware (collectively, the "Vendors") and Birch Communications, Inc., a corporation incorporated under the laws of Georgia (the "Purchaser").

### RECITALS:

The Vendors desire to sell certain of its and its subsidiaries' assets and the Purchaser has agreed to purchase such assets subject to the terms and conditions set forth in this Agreement and in accordance the applicable provisions of the CCAA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"Accounting Referee" means a national accounting firm independent of the Vendors and the Purchaser, acceptable to both the Vendors and the Purchaser, acting reasonably, represented by members of such firm's Toronto office.

"Accounts Receivable" means, on any date, all non-credit balance customer accounts receivable generated in the operation of the Business, together with any unpaid interest or fees accrued thereon which are outstanding on such date and the full benefit of all security or collateral of any Vendor for, or in respect of, such amounts, including recoverable advances and deposits, but for greater clarity, excluding any amounts owing to any Vendor at the Closing Time from any of its shareholders or Affiliates (other than a Vendor), or from any other Person with whom it does not deal at arm's length.

"Affiliate" has the meaning given to the term "affiliate" in the *Business Corporations Act* (Ontario).

"Agreement" means this asset purchase agreement, as amended from time to time.

"Applicable Law" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or

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order, in each case, having the force of law that applies in whole or in part to such Person, property, transaction or event.

“Approval and Vesting Order” means an order by the Court substantially in the form attached as Schedule I approving this Agreement and authorizing the Vendors to complete the Transaction and vesting in the Purchaser all the right, title and interest of the Vendors in and to the Purchased Assets free and clear of all Encumbrances and Claims other than Permitted Encumbrances.

“Assignment Order” means an order or orders of the Court pursuant to Section 11.3 and other applicable provisions of the CCAA, in form and substance satisfactory to the Purchaser, acting reasonably, authorizing and approving (i) the assignment of any Essential Contract for which a consent, approval or waiver necessary for the assignment of such Essential Contract has not been obtained prior to the Closing Time, (ii) the prevention of any counterparty to any such Essential Contract from exercising any right or remedy under such Essential Contract by reason of any defaults arising from the CCAA Proceedings or the insolvency of any Vendor and (iii) the vesting in the Purchaser of all right, title and interest of the relevant Vendor in such Essential Contract.

“Assumed Contracts” means the contracts and other written agreements listed on Schedule B and on Schedule C, but excluding the Excluded Contracts.

“Assumed Obligations” has the meaning set out in Section 2.6.

“Base Purchase Price” means \$44 million.

“Benchmark Accounts Receivable” means \$6,658,890.

“Benchmark Monthly Revenue” means \$12,976,672.

“Benefit Plans” means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings with respect to some or all of the Employees, former employees of any Vendor or the Business or their respective dependents or beneficiaries and which provide for or relate to (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, supplemental retirement arrangements, share compensation, share purchase or share option, share appreciation rights, phantom stock, vacation or vacation pay, sick pay, employee loans, or any other compensation in addition to salary; (ii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short term disability, long term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor’s benefits, supplementary employment insurance, day care, tuition or professional commitments or expenses and perquisites or similar employment benefits or (iii) welfare, termination, retirement, savings, pensions, supplemental retirement or any other similar benefits or rights, in each case sponsored, maintained or contributed to or required to be contributed to by

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any Vendor or by which any Vendor is bound or with respect to which any Vendor participates or has any actual or potential liability or obligation.

“Books and Records” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by any Vendor in connection with the ownership of the Purchased Assets or operation of the Business, including the Assumed Contracts, active and non-active customer lists, active and non-active customer information, account records, invoices, notes and trouble tickets for a minimum of six months prior to the date hereof, service request documents, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Business, and, for greater certainty, excluding the minute books and corporate records of any Vendor.

“BSS” means billing support systems.

“Business” means the business of the Vendors, being the provision of telecom services to customers in Canada, the United States and Puerto Rico.

“Business Day” means a day on which banks are open for business in Toronto, Ontario but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

“CABS” means carrier access billing services.

“CCAA” means *Companies’ Creditors Arrangement Act* (Canada).

“CCAA Proceedings” means the proceedings under the CCAA to which the Vendors will be subject pursuant to the Initial Order.

“chapter 15” means chapter 15, title 11 of the United States Bankruptcy Code.

“chapter 15 Proceedings” means the proceedings under chapter 15 made pursuant to the Initial Order.

“Claims” means any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person.

“Closing” means the successful completion of the Transaction.

“Closing Cash Payment” has the meaning set out in Section 3.2(b).

“Closing Cash Purchase Price” has the meaning set out in Section 3.1.

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“Closing Date” means the date on which Closing occurs that is expected to be five Business Days after the date upon which the Approval and Vesting Order is obtained and is final, not stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal, or such other earlier or later date as may be agreed by the Parties.

“Closing Statement” has the meaning set out in Section 3.7(a).

“Closing Time” means 2:00 p.m. (Toronto time) on the Closing Date.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, Section 4980B of the Code, Title I Part 6 of ERISA.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Competition Act” means the *Competition Act* (Canada), R.S.C., 1985, c. C-34.

“Consent Required Contract” has the meaning set out in Section 2.3.

“Court” means Ontario Superior Court of Justice (Commercial List).

“Cure Costs” means in respect of any Assumed Contract, all amounts required to be paid to cure any monetary defaults thereunder, if any, required to effect an assignment thereof from a Vendor to the Purchaser; provided that, in respect of the Business pertaining to U.S. and Puerto Rico customers only and where it is possible to transfer or redesignate Vendor’s customers or network services to contracts of the Purchaser, Cure Costs will include any redesignation or other fees, costs or expenses required to accomplish such redesignation or transfer (“Redesignation Costs”) provided that such Redesignation Costs do not exceed US \$250,000 in the aggregate.

“Customer Prepayments” means the sum of all payments received by any Vendor in respect of services to be provided by Purchaser after the Closing Time.

“Deposit” has the meaning set forth in Section 3.3.

“Employee” means an individual who is employed by any Vendor, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave.

“Employee Plans” means all “employee benefit plans” within the meaning of Section 3(3) of ERISA, all formal written plans and all other compensation and benefit plans, contracts, policies, programs and arrangements of the Vendor in connection with the Business in effect as of the date hereof, including all pension, profit sharing, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, severance pay and medical and life insurance plans in which any of the Employees or their dependents participate.

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“Encumbrances” means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate Liability” means any obligation, liability, or expense of any Vendors which arises under or relates to any employee benefit plan or arrangement of Vendors or its affiliates that is subject to Title IV of ERISA, Section 302 of ERISA, Section 412 of the Code, COBRA or any other statute or regulation that imposes liability on a so-called “controlled group” basis with or without reference to any provision of Section 414 of the Code or Section 4001 of ERISA, including by reason of any Vendors’ affiliation with any of any trade or business, whether or not incorporated, that together with the Vendors would be deemed a “single employer” within the meaning of Section 4001(b) of ERISA (an “ERISA Affiliate”) or the Purchaser or any of its limited partners being deemed a successor to any ERISA Affiliate of any Vendor.

“Escrow Agent” means FTI Consulting Canada Inc., solely in its capacity as escrow agent for the Vendors and the Purchaser pursuant to an escrow agreement dated the date hereof between the Vendors, the Purchaser and FTI Consulting Canada Inc.

“Essential Contracts” means the contracts and other written agreements listed on Schedule B, each of which is a Consent Required Contract, material and required for the operation of the Business by the Purchaser.

“Excise Tax Act” means the *Excise Tax Act* (Canada).

“Excluded Assets” means all cash and cash equivalents of any Vendor, the Excluded Contracts, all Benefit Plans and Employee Plans and all of any Vendor’s right, title and interest, in and to those assets and rights set forth in Schedule D.

“Excluded Contracts” means those contracts and other written agreements to which any Vendor is a party that (i) is not listed on Schedule B or C, (ii) is deemed to be an Excluded Contract pursuant to Section 2.3(1)(a) or (iii) becomes an Excluded Contract pursuant to Section 2.8, and, for greater certainty, “Excluded Contracts” includes the contracts and other written agreements listed on Schedule E.

“FCC” means the Federal Communications Commission of the United States.

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.



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“Income Tax Act” means the *Income Tax Act* (Canada).

“Indemnified Party” means a Person with indemnification rights or benefits under this Agreement.

“Initial Order” means the order of the Court with respect to the CCAA Proceedings, granting the Vendors protection pursuant to the CCAA, which is expected to be obtained on or about January 19, 2016.

“Intellectual Property” means:

- (a) patents, patent applications and other patent rights, including provisional and continuation patents;
- (b) registered and unregistered trade-marks, service marks, logos, slogans, corporate names, trade names, business names and other indicia of origin, and all applications and registrations therefor;
- (c) internet domain names, applications and reservations for internet domain names, uniform resource locators and the corresponding internet sites;
- (d) customer service telephone numbers (toll free and local numbers) and blocks of telephone numbers assigned to any Vendor; and
- (e) all other intellectual property used to support the Business.

“Investment Canada Act” means the *Investment Canada Act*.

“Management Agreement” has the meaning set out in Section 2.4(2).

“Monitor” means FTI Consulting Canada Inc. in its capacity as monitor of the Vendors in the CCAA Proceedings.

“Monitor’s Certificate” means the certificate of the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Monitor has received the Closing Cash Payment.

“Net Revenue” means the net revenue of the Business shown on the consolidated monthly financial statements prepared in a manner consistent with the Vendor’s past accounting policies and practices, which for greater certainty excludes any Pass-Through Charges.

“Offered Employees” has the meaning set out in Section 4.1(1).

“Ordinary Course of Business” means the ordinary conduct of the Vendors with respect to the Purchased Assets or the Business in a manner that is consistent with the

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conduct of the Business in the six month period preceding the date hereof and consistent with the orders of the Court in the CCAA Proceedings and the chapter 15 Proceedings.

“OSS” means operation support systems.

“Outside Date” means June 30, 2016.

“Party” means the Purchaser or any Vendor.

“Pass-Through Charges” means all charges collected for the purposes of being remitted to a Governmental Authority.

“Permitted Encumbrances” means those Encumbrances set forth in Schedule G.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“Post-Closing Statement” has the meaning set out in Section 3.7(c).

“Public Statement” has the meaning set out in Section 9.5.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchased Assets” means all of each Vendor’s right, title and interest, in and to the assets used in or required for the Business, including those assets set forth in Schedule A, but excluding the Excluded Assets.

“Purchased Intellectual Property” means all Intellectual Property of any Vendor used in or required for the Business, including the items listed in Schedule H.

“Purchaser” has the meaning set out in the recitals hereto.

“Regulated Customer Relationships” has the meaning set out in Section 2.4(1).

“Regulated Customer Relationships Escrow” means to be paid to the Monitor in escrow and deducted from the Closing Cash Payment pursuant to Section 3.2(1)(b)(ii) or Section 3.2(1)(b)(iii), as the case may be.

“Representative” means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party’s Affiliates.

“Required Approvals” means any material permit, license, consent, waiver, approval, registration or authorization of any Governmental Authority required for Purchaser to

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continue to operate the Business following the Closing in substantially the same manner as the Business is operated by Vendors on the date of this Agreement.

“Sales Tax” means all taxes, interest, penalties and fines imposed under Sales Tax Legislation.

“Sales Tax Legislation” means Part IX of the *Excise Tax Act* and *An Act Respecting the Quebec Sales Tax* (Québec) and the regulations made under such legislation.

“State PUC” means any state public utility commission or other regulatory body of the District of Columbia or any United States state or possession with jurisdiction over the provision of intrastate telecommunications services.

“Target Accounts Receivable” means the sum of the current and 30 day Canadian Accounts Receivable balances of the Vendors and the current and 30 day U.S. Accounts Receivable balances of the Vendors converted to Canadian dollars taken from the accounts receivable sub-ledgers underlying the consolidated monthly financial statements as at the monthly accounting period end preceding the Closing Date all in a manner consistent with past accounting policies and practices of the Vendors.

“Total Actual Revenue” means Net Revenue for the three full monthly accounting periods immediately preceding the Closing Date, divided by three.

“Transaction” means the transaction of purchase and sale contemplated by this Agreement.

“Transfer Taxes” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including Sales Tax but excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

“Transferred Employees” has the meaning set out in Section 4.3.

“Unbilled Revenue” means revenue associated with goods and services provided by any Vendor to its customers that has not been invoiced or billed to such customers.

“U.S. Court” means the United States Bankruptcy Court for the District of Delaware.

“U.S. Recognition Order” means one or more orders made by a court of competent jurisdiction in the United States, including, but not limited to the United States Bankruptcy Court for the District of Delaware, under chapter 15 recognizing and giving effect to the Initial Order, Approval and Vesting Order, and the Assignment Order.

“Vendors” has the meaning set out in the recitals hereto.

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## Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## Section 1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

## Section 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

## Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

## Section 1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

## Section 1.7 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule A	-	Purchased Assets
Schedule B	-	Essential Contracts
Schedule C	-	Other Assumed Contracts
Schedule D	-	Excluded Assets
Schedule E	-	Excluded Contracts
Schedule F	-	Purchase Price Allocation
Schedule G	-	Permitted Encumbrances
Schedule H	-	Purchased Intellectual Property
Schedule I	-	Form of Approval and Vesting Order
Schedule J	-	Form of Management Services Agreement
Schedule K	-	Regulated Customer Relationship Values by State

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## ARTICLE 2 PURCHASE AND SALE

### Section 2.1 Purchase and Sale of Assets

Subject to the terms and conditions hereof at the Closing Time, each Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from such Vendor the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to the Approval and Vesting Order.

### Section 2.2 Excluded Assets

The Purchased Assets shall include only those assets expressly contemplated in the definition of Purchased Assets and the Purchaser shall in no way be construed to acquire any interest in the Excluded Assets.

### Section 2.3 Assignment of Contracts

- (1) In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them (each a "Consent Required Contract"):
  - (a) If any such consents, approvals or waivers or Assignment Orders therefor have not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts;
  - (b) Following the issuance of the Initial Order and until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;
  - (c) If any consent, approval or waiver is not obtained for any Essential Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to each such Essential Contract together with the motion for the Approval and Vesting Order; and
  - (d) Once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or, with respect to any such Consent Required Contract that is an Essential Contract only, the assignment of such Consent Required Contract has been ordered by the Court, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

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- (2) With respect to each Consent Required Contract, subject to closing and to either (i) the consent, approval or waiver of the other parties thereto required for the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, as part of the Purchase Price the Purchaser shall pay the applicable Cure Costs related to such Consent Required Contract on Closing.
- (3) All negotiations with respect to the settlement and payment of Cure Costs may only be conducted from and after the filing of the Initial Order and shall be conducted in the presence of a representative of each of the Vendor, the Purchaser and the Monitor, unless the right to have a representative present is waived by the Vendor, the Purchaser or the Monitor, respectively.

#### Section 2.4 Regulated Customer Relationships

- (1) Notwithstanding anything in this Agreement to the contrary, the transfer of the customer accounts and relationships described in the Management Agreement for which a Required Approval of the FCC or a State PUC (the "Regulated Customer Relationships") is required and has not been obtained at or before the Closing shall not occur at Closing but shall instead occur automatically without any further action of the Vendors, the Purchaser or the Monitor upon the later of (A) the date the Required Approval from the FCC has been obtained and (B) the date the Required Approval from the relevant State PUC has been obtained.
- (2) The Purchaser and certain of the Vendors shall enter into a management agreement (the "Management Agreement") in the form attached hereto as Schedule J.

#### Section 2.5 "As is, Where is"

The Purchaser acknowledges that the Vendors are selling the Purchased Assets on an "as is, where is" basis as they shall exist at the Closing Time subject to the benefit of the representations and warranties in this Agreement. No representation, warranty or condition is expressed or can be implied as to fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of any Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), the *Civil Code of Québec* or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise provided in Section 5.2, no representation, warranty or condition has or will be given by any Vendor concerning completeness or accuracy of such descriptions.

#### Section 2.6 Assumed Obligations

The Purchaser shall assume and perform, discharge and pay when due the following obligations and liabilities of the Vendors (the "Assumed Obligations") after the Closing:

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- (a) all debts, liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing and in respect of Assumed Contracts for services, only those debts, liabilities and obligations for services performed from and after the Closing Time) for the period from and after the Closing Time, in each case provided that such debts, obligations or liabilities are not arising from, due to or attributable to (i) any default existing or breach (with or without the giving of notice, the lapse of time, or both) by any Vendor occurring prior to or as a consequence of Closing, or (ii) any default, breach or violation of any Vendor of any term or condition of this Agreement;
- (b) all debts, liabilities and obligations under customer deposits and Customer Prepayments;
- (c) all debts, liabilities and obligations for realty taxes in respect of the Purchased Assets attributable to the period from and after the Closing Time;
- (d) all debts, liabilities and obligations for which the Purchaser is responsible pursuant to Section 4.3;
- (e) all Cure Costs; and
- (f) all debts, liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time that are not Excluded Obligations.

#### Section 2.7 Excluded Obligations

Other than the Assumed Obligations, the Purchaser shall not assume, pay, satisfy, discharge, perform or fulfill and shall not be liable, directly or indirectly, or otherwise responsible for any debts, liabilities or other obligations or Claims of the Vendors, including, without limiting the generality of the foregoing:

- (a) all legal, accounting, broker other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings or the transactions contemplated by this Agreement;
- (b) all debts, liabilities, obligations or Claims related to any Benefit Plans or Employee Plans (including in respect of the Transferred Employees);
- (c) all debts, liabilities, obligations or Claims related to Employees (other than Transferred Employees pursuant to Section 4.3 only) or former employees;
- (d) all debts, liabilities and obligations related to any Purchased Asset arising out of or related to the period prior to the Closing Time;
- (e) all debts, liabilities and obligations relating to any Excluded Asset;

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- (f) all obligations and liabilities owing by any Vendor to any Affiliate thereof;
- (g) all liabilities and obligations of any Vendor arising out of any proceeding (i) pending against any Vendor or the Business as of the Closing Date; or (ii) commenced against any Vendor after the Closing Date to the extent such liability or obligation arises or results from the Vendors' ownership or operation of the Purchased Assets and the Business prior to the Closing Date;
- (h) all obligations and liabilities for prepayments and deposits for non-active customers in the U.S.;
- (i) all debts, liabilities and obligations for or related to any obligation for any taxes that are not expressly assumed by the Purchaser pursuant to Section 2.6 or Section 3.6;
- (j) all taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes); and
- (k) without duplication, all debts, liabilities and obligations of the Vendors arising under this Agreement.

#### Section 2.8 Additions to Excluded Contracts

Notwithstanding Section 2.7, the Purchaser shall have the right, at any time prior to the granting of the Approval and Vesting Order to add to the list of contracts and other written agreements listed in Schedule E by notice in writing to the Vendor and the Monitor so that any contract or other written agreement so added shall be an Excluded Contract and shall not be assigned to the Purchaser at Closing, without any adjustment to the Purchase Price.

### ARTICLE 3 PURCHASE PRICE

#### Section 3.1 Purchase Price

The aggregate purchase price (the "Purchase Price") amount payable by the Purchaser to the Vendors for the Purchased Assets is the sum of: (i) (A) the Base Purchase Price, as adjusted pursuant to Section 3.7 below, *less* (B) all Cure Costs, *less* (C) all amounts payable that do not constitute Cure Costs in respect of Essential Contracts for services provided in the period prior to or up until the Closing Time (but for greater certainty, not for termination or assignment costs or legal or transfer fees), provided, however, the reductions to the Purchase Price pursuant to clauses (B) and (C) will be made only to the extent such reductions exceed \$3 million in the aggregate, and then only to the extent of 50% of such excess (the "Closing Cash Purchase Price") plus (ii) the assumption by the Purchaser of the Assumed Obligations.



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### Section 3.2 Satisfaction of Purchase Price

- (1) Provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 7, the Purchase Price shall be paid and satisfied on Closing as follows:
  - (a) as to the amount of the Deposit, by the crediting and set off of the Deposit against an amount of the Closing Cash Purchase Price equal to the amount of the Deposit;
  - (b) as to the balance of the Closing Cash Purchase Price (the "Closing Cash Payment"):
    - (i) if the Required Approvals from the FCC and each State PUC have been obtained by the Purchaser by the Closing Time, the Purchaser shall pay the Closing Cash Payment to the Monitor by wire transfer of immediately available funds to an account designated by the Monitor and held by the Monitor in such account pending further order of the Court; or
    - (ii) if the Required Approval from the FCC has not been obtained by the Closing Time, the Purchaser shall pay the Closing Cash Payment less \$2.5 million, such amount being the amount of the Closing Cash Purchase Price attributable to the Regulated Customer Relationships; or
    - (iii) if the Required Approval from the FCC has been obtained by the Closing Time, the Purchaser shall pay the Closing Cash Payment less an amount equal to the amount attributable to the Regulated Customer Relationships for which the State PUC Required Approvals have not been obtained by the Closing Time, based on Schedule K, such amount being the amount of the Closing Cash Purchase Price attributable to the Regulated Customer Relationships not transferred at the Closing Time; and
  - (c) as to the dollar value of the Assumed Obligations, by the assumption by the Purchaser of the Assumed Obligations.
- (2) If any amount of the Regulated Customer Relationships Escrow is deducted from the Closing Cash Payment pursuant to Section 3.2(1)(b)(ii) or Section 3.2(1)(b)(iii), the Purchaser shall deposit such amount with the Monitor at the Closing Time to be held by the Monitor in escrow. Within ten Business Days following the last day of the first full calendar month after Closing, and continuing within ten Business Days following the last day each calendar month thereafter until all Regulated Customer Relationships are transferred to the Purchaser pursuant to Section 2.4(1), the Purchaser shall provide the Monitor with a written statement confirming the Required Approvals obtained during the previous month and as soon as practical following receipt of such written statement the Monitor shall transfer from the Regulated Customer Relationships Escrow the amount attributable to the Regulated Customer Relationships transferred during the previous month based upon Schedule K to the Monitor, to be held in an account

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designated by the Monitor and held by the Monitor in such account or paid in accordance with the order of the Court, in satisfaction of the Purchase Price attributable to the Regulated Customer Relationships so transferred.

### Section 3.3 Deposit

The Vendors acknowledge receipt of a deposit (the "Deposit") of \$2 million, paid to the Escrow Agent on behalf of the Vendors and held by the Escrow Agent subject to the terms of the Escrow Agreement. If the Closing takes place, the Deposit shall be credited and set off against the Closing Cash Purchase Price. The Deposit shall be forfeited in favour of the Vendors in the event this Agreement is terminated by the Vendors pursuant to Section 8.6(2)(d). In the event that this Agreement is terminated pursuant to Section 8.6 for any reason other than by the Vendors pursuant to Section 8.6(2)(d), the Purchaser shall be entitled to a full refund of the Deposit and the Vendors and Purchaser shall provide the Escrow Agent with a written direction instructing the Escrow Agent to release the Deposit to the Purchaser in accordance with the terms of the Escrow Agreement.

### Section 3.4 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets and the Vendors as specified in Schedule F. Each of the Vendors and the Purchaser shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

### Section 3.5 Section 22 Tax Election

The Purchaser and Primus Telecommunications Canada, Inc. shall make and file, in a timely manner, a joint election to have the rules in section 22 of the Income Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the Accounts Receivable that are the subject of that election and shall designate therein that portion of the consideration allocated to the Accounts Receivable that are the subject of such election in accordance with Section 3.4 of this Agreement as consideration paid by the Purchaser to Primus Telecommunications Canada, Inc.

### Section 3.6 Transfer Taxes

The Parties agree that:

- (a) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser shall be liable for and shall pay any and all applicable Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets;
- (b) the Purchaser shall indemnify the Vendors for any applicable Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) for

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which the Vendors may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes; and

- (c) Primus Telecommunications Canada, Inc. and the Purchaser shall jointly elect that no Sales Tax be payable pursuant to the Sales Tax Legislation with respect to the purchase and sale of the Purchased Assets under this Agreement and the Purchaser will file an election pursuant to section 167 of the Excise Tax Act and section 75 of *An Act Respecting the Quebec Sales Tax* (Québec), prepared by the Purchaser and made jointly by the Purchaser and Primus Telecommunications Canada, Inc., in compliance with the requirements of the Sales Tax Legislation. Prior to the Closing, the Purchaser (or its Affiliate) shall become a registrant for purposes of the Sales Tax Legislation.

### Section 3.7 Closing Statement

- (a) Not later than ten Business Days prior to the Closing Date, the Vendors shall deliver to Purchaser a written statement (the "Closing Statement") setting forth Vendors' good faith estimate of (i) Total Actual Revenue, and (ii) Target Accounts Receivable, together with supporting documentation and calculations. Should the Purchaser object to any of the amounts or calculations in the Closing Statement, Purchaser and the Vendors shall cooperate in a diligent and good faith manner to resolve such objections prior to the Closing, and the Closing Statement shall be adjusted prior to the Closing to reflect any changes agreed to by the Purchaser and the Vendors prior to the Closing. In the event Purchaser and the Vendors cannot agree, the Vendors' estimate of any items in dispute shall be used for the purposes of Closing.
- (b) The Base Purchase Price shall be:
  - (i) subject to the proviso in Section 3.7(b)(ii), decreased by an amount equal to (A) (I) the amount by which Benchmark Monthly Revenue exceeds Total Actual Revenue, *divided* by (II) Benchmark Monthly Revenue, *multiplied* by (B) the Base Purchase Price;
  - (ii) decreased by the amount by which the Benchmark Accounts Receivable exceeds Target Accounts Receivable, provided that the Base Purchase Price shall be decreased in respect of Section 3.7(b)(i) and this Section 3.7(b)(ii) only to the extent the amount in Section 3.7(b)(i) and this Section 3.7(b)(ii) in the aggregate exceed \$1.5 million; and
  - (iii) increased by the amount by which the Target Accounts Receivable exceed the Benchmark Accounts Receivable.
- (c) No later than 30 days following the Closing Date, Purchaser shall deliver to the Vendors a written statement (the "Post-Closing Statement") setting forth Purchaser's good faith determination of (i) Total Actual Revenue, and (ii) Target Accounts Receivable. Within 15 days of the Vendors' receipt of the Post-Closing

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Statement, the Vendors must notify Purchaser in writing if it objects to any of the amounts or calculations in the Post-Closing Statement and identify the objectionable amounts or calculations in its written notice to the Purchaser. The Purchaser and the Vendors shall cooperate in a diligent good faith manner to resolve such objections as soon as possible after the Purchaser's receipt of the Vendors' objections, but not later than 30 days after the Vendors' receipt of the Post-Closing Statement, and the Post-Closing Statement shall be adjusted to reflect any changes agreed to by the Purchaser and the Vendors. In the event of an unresolved dispute regarding the Post-Closing Statement, the Parties shall utilize the dispute resolution procedure set forth in Section 3.8 as the exclusive mechanism to resolve such dispute.

- (d) Following delivery and agreement, or a determination by the Accounting Referee in accordance with Section 3.8 below with respect to the Post-Closing Statement:
- (i) in the event that the aggregate adjustments to the Base Purchase Price pursuant to the Post-Closing Statement result in a Purchase Price that is greater than the Purchase Price paid at Closing, Purchaser shall pay such difference to the Monitor by wire transfer of immediately available funds within ten days following finalization of the Post-Closing Statement; or
  - (ii) in the event that the aggregate adjustments to the Base Purchase Price pursuant to the Post-Closing Statement result in a Purchase Price that is less than the Purchase Price paid at Closing, the Monitor shall pay such difference to Purchaser by wire transfer of immediately available funds within ten days following finalization of the Post-Closing Statement.

### Section 3.8 Dispute Resolution Procedure

In the event the Parties are unable to agree upon the Post-Closing Statement, such dispute shall be submitted to, and all issues having a bearing on such dispute shall, subject to any order of the Court, be resolved by the Accounting Referee, in consultation with the Monitor. In resolving any such dispute, the Accounting Referee shall consider only those items or amounts in disagreement. Unless otherwise ordered by the Court, the Accounting Referee's determination of any of the matters set forth above shall be final and binding on the parties to this Agreement. The Accounting Referee shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. All fees and expenses of the Accounting Referee shall be borne equally by Purchaser, on the one hand, and the Vendors on the other hand.

## ARTICLE 4 EMPLOYEE MATTERS

### Section 4.1 Offer to Employees.

- (1) The Purchaser may in its sole and absolute discretion offer employment, conditional on Closing and effective as of the Closing Time, to any or all active and inactive Employees

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in accordance with this Section 4.1 (collectively, the "Offered Employees") on or before the date the Approval and Vesting Order is obtained and each such offer will be on terms and conditions required by Applicable Law.

- (2) The Vendors shall not attempt in any way to discourage any of the Offered Employees from accepting the offer of employment made by the Purchaser.

#### Section 4.2 Employee Plans.

To the knowledge of the Vendors: (i) no event has occurred and there exists no condition or set of circumstances in connection with which the Vendors, the Business or the Purchaser could be subject to any material liability under the terms of any Employee Plan, ERISA or the Code; (ii) each of the Employee Plans (and each related trust or insurance contract) has been operated and administered in all material respects in accordance with Applicable Law and administrative or governmental rules and regulations, including ERISA and the Code.

#### Section 4.3 Employee Liability.

Without limiting the Purchaser's obligations in respect of those Offered Employees who accept the Purchaser's offer of employment (the "Transferred Employees"), the Purchaser shall be responsible for:

- (a) All liabilities (whether accrued or not) for salary, wages, bonuses, commissions, and other compensation relating to employment of all Transferred Employees, for the period after the Closing Time;
- (b) All liabilities (whether accrued or not) for vacation pay of all Transferred Employees, whether relating to any period before or after the Closing Time;
- (c) All severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Purchaser of the employment of any Transferred Employee after the Closing Time;
- (d) All liabilities for Claims for injury, disability, death or workers' compensation arising from or related to employment of the Transferred Employees arising after the Closing Time; and
- (e) All employment-related Claims, penalties and assessments in respect of the Business (but, for greater clarity, excluding with respect to such amounts related to any Employees or former Employees who are not Transferred Employees) arising out of matters which occur after the Closing Time.

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## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

### Section 5.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendors as of the date hereof and as of the Closing Time that and acknowledges that the Vendors is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) The Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder.
- (b) All necessary corporate action has been taken by the Purchaser to authorize the execution and delivery by it of, and the performance of its obligations under, this Agreement.
- (c) The Purchaser has or will have made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the Purchase Price as set forth in Section 3.2.
- (d) The Purchaser is either not a non-Canadian or is controlled by a WTO investor, each within the meaning of the Investment Canada Act.
- (e) The Purchaser, together with its affiliates (as the term "affiliate" is defined under the Competition Act), neither have assets in Canada with an aggregate value in excess of \$225 million nor aggregate gross revenues from sales in, from or into Canada in excess of \$225 million, all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act.

### Section 5.2 Vendors' Representations

Each Vendor represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Each Vendor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation.
- (b) Each Vendor has provided the Purchaser with true and complete copies of all Benefit Plans relating to employees of the Business. Such Vendor does not and has never sponsored or participated in a "registered pension plan" as such term is defined in the Income Tax Act.

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- (c) Subject to obtaining the Approval and Vesting Order and, if applicable, the Assignment Orders, each Vendor has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder.
- (d) The Vendors, together with their affiliates (as the term "affiliate" is defined under the Competition Act), neither have assets in Canada with an aggregate value in excess of \$175 million nor aggregate gross revenues from sales in, from or into Canada in excess of \$175 million, all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act.
- (e) In respect of the Purchased Assets and related business in Canada, no Required Approvals are required to complete the transactions contemplated herein, including pursuant to the Competition Act and the Investment Canada Act, other than obtaining the Orders referenced in Section 5.2(c) above.
- (f) Each Vendor has good and marketable title to the Purchased Assets that it owns.

### Section 5.3 Limitations

With the exception of the Vendors' representations and warranties in Section 5.2 and the Purchaser's representations and warranties in Section 5.1, neither the Vendors nor the Purchaser, or their respective Representatives, nor any of their respective officers, directors or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendors, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

## ARTICLE 6 COVENANTS

### Section 6.1 Conduct of Business in the Ordinary Course

- (1) Each Vendor shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business, except to the extent required to allow any Vendor to comply with its obligations under this Agreement, subject in all cases to any limitation imposed by being subject to CCAA Proceedings, the chapter 15 Proceedings and any order of the Court or the U.S. Court.
- (2) Without limiting the generality of Section 6.1(1) and subject to any order of the Court or the U.S. Court, each Vendor shall use its commercially reasonable efforts to:
  - (a) remain in possession of the Purchased Assets until Closing, use the Purchased Assets only in the Ordinary Course of Business and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;

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- (b) not dispose of any of the Purchased Assets;
  - (c) not acquire or agree to acquire any material additional assets for the operation of the Business;
  - (d) not amend in any material respect or in a manner outside the ordinary course of business any Assumed Contract or waive any material rights thereunder, or disclaim any Essential Contract without the consent of the Purchaser, not to be unreasonably withheld or delayed; and
  - (e) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets other than in the Ordinary Course of Business; except, in each case, with the prior written consent of the Purchaser, such consent not to be unreasonably withheld, or an order of the Court, and provided that such consent of the Purchaser shall be deemed to have been given with respect to any request for such a consent to which the Purchaser fails to respond within two Business Days after such request is made.
- (3) No Vendor will, except as required by Applicable Law, change recurring rates, non-recurring rates, promotions, sales incentives, commission plans, accounting policies, credit policies or collection procedures, in each case without the prior written consent of Purchaser or an order of the Court.

#### Section 6.2 Actions to Satisfy Closing Conditions

- (1) Each Vendor agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.3.
- (2) The Purchaser agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.2 and Section 7.3.

#### Section 6.3 Access Rights

Upon reasonable prior notice by the Purchaser to the Vendors and at any time prior to the Closing Date, the Purchaser may have reasonable access to the Purchased Assets and Employees during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a representative of the Vendors, if so required at the discretion of the Vendors. The Purchaser agrees to indemnify and save the Vendors and its Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser, its employees or agents at properties comprising part of the Purchased Assets or at

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which any of the Purchased Assets are situated. For greater certainty, other than a breach or violation of this Agreement by any Vendor, the Vendors shall not be responsible to indemnify and save the Purchaser harmless from or against the findings of the Purchaser's inspection.

#### Section 6.4 Regulatory Approvals

- (1) From the date hereof until the earlier of (i) the date all Required Approvals have been obtained and (ii) the date that is six months after the date hereof, each Vendor shall cooperate with the Purchaser and use commercially reasonable efforts to render all necessary and reasonable assistance required by the Purchaser in connection with any application, notification or filing of the Purchaser in connection with the Transaction or for the purposes of obtaining any Required Approval, or any registration or certification of the Canadian Radio-television and Telecommunications Commission required to allow the Purchaser to continue to provide services to the acquired customers on substantially the same terms as they were provided by the Vendors prior to Closing. In addition, without limiting the foregoing, prior to the Closing the Vendors shall use commercially reasonable efforts to obtain a comfort letter or other communication from the Canadian Radio-television and Telecommunications Commission as to whether the Purchaser may use, on an interim basis, Primus Telecommunications Canada Inc.'s status as a "Competitive Local Exchange Carrier", until the Purchaser obtains such status after Closing.
- (2) The Purchaser shall cooperate with the Vendors and use commercially reasonable efforts to render all necessary and reasonable assistance required by the Vendors in connection with any application, notification or filing of the Purchaser in connection with the Transaction or for the purposes of obtaining any Required Approval, including any necessary authorizations to make any necessary filings with the FCC or any State PUC, or any registration or certification of the Canadian Radio-television and Telecommunications Commission required to allow the Purchaser to continue to provide services to the acquired customers on substantially the same terms as they were provided by the Vendors prior to the Closing. The Purchaser's obligations under this Section 6.4(1) shall survive the Closing.
- (3) The Purchaser shall use its commercially reasonable efforts to obtain, as quickly as possible after the date of this Agreement all Required Approvals from the FCC and each State PUC. Without limiting the generality of the foregoing, the Purchaser shall file its applications for the Required Approvals from the FCC and from the State PUCs for California, Florida, New York and Texas within 14 days after the date of the Initial Order and shall file its applications for the Required Approvals from rest of the State PUCs within 30 days after the date of the Initial Order.
- (4) The Purchaser shall use its commercially reasonable efforts to obtain, as quickly as possible following the date of this Agreement, "Competitive Local Exchange Carrier" status from the Canadian Radio-television and Telecommunications Commission. The Purchaser's obligations under this Section 6.4(2) shall survive the Closing. Without

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limiting the generality of the foregoing, the Purchaser shall file its application for such status within 14 days after the date of the Initial Order.

#### Section 6.5 CCAA

- (1) As promptly as practicable after execution of this Agreement, the Vendors shall: (i) file motions for the issuances of the Initial CCAA Order, the Approval and Vesting Order and the Assignment Orders, respectively; and (ii) serve such parties as the Court requires for the motion seeking the issuance of the Approval and Vesting Order and the Assignment Orders, and will consult with the Purchaser regarding the parties to be so served.
- (2) The Vendors shall ensure that all motion materials and form of Approval and Vesting Order and for of Assignment Orders are provided sufficiently in advance to the Purchaser for review and comment.
- (3) In the event that the Court orders that a post-filing sale process be conducted by the Vendors, subject to the Purchaser's termination right pursuant to Section 8.6, in the event that the Purchaser in its sole discretion is willing to do so, the Vender agree that this Agreement shall serve as the stalking horse offer for any such sale process, pursuant to sales procedures in form and substance acceptable to the Purchaser acting reasonably, including with respect to customary stalking horse protections for the Purchaser (including, without limitation, a 3% break-up fee to be paid to the Purchaser solely from the proceeds of any overbid).

#### Section 6.6 Confidentiality

In addition to the obligations under the non-disclosure agreement between the Vendors and the Purchaser dated September 15, 2015, as amended, the Parties shall keep confidential and shall not disclose to any other Person the existence or terms of this Agreement except with the prior written consent of the other Party, not to be unreasonably withheld, provided that the Vendors may disclose this Agreement to the Court, and to its secured lenders, and as otherwise may be required under the CCAA, in connection with filing and obtaining the Approval and Vesting Order or the Assignment Order, as may be required by the U.S. Court in connection with the chapter 15 Proceedings, as required by the FCC or any State PUC in connection with any Required Approval or as otherwise may be required by the Court or the U.S. Court. Until the Initial Order has been granted, the Purchaser shall not, directly or indirectly, solicit, correspond with or otherwise communicate with any party to any Assumed Contract (other than the Vendors) without the prior written consent of the Vendors in respect of any issues relating to the Vendors, the Purchased Assets or any of the transactions contemplated by this Agreement. After the Initial Order has been granted, the Purchaser may communicate with any party to any Assumed Contract (other than the Vendor) in accordance with Section 2.3(3).

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#### Section 6.7 Customer Notices

Each Vendor will work together with Purchaser to send a joint letter to all customers affected by the Transaction at or before Closing, the costs and expenses of which shall be shared equally by the Vendors, on the one hand, and Purchaser, on the other hand.

#### Section 6.8 Data Migration

Each Vendor shall use commercially reasonable efforts to cooperate with Purchaser to migrate all data related to the Purchased Assets into the Purchaser's BSS and OSS systems, to Purchaser's satisfaction, such that such data is migrated upon the Closing.

#### Section 6.9 Redesignation

Each Vendor will use commercially reasonable efforts to work together with Purchaser to redesignate or transfer to the extent applicable and only with respect to the Business pertaining to U.S. and Puerto Rico customers, such Vendor's customers and network services to contracts of Purchaser such that such customers and network services, to the extent applicable, are redesignated upon the Closing.

### ARTICLE 7 CONDITIONS PRECEDENT

#### Section 7.1 Conditions Precedent in favour of the Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
  - (a) all representations and warranties of the Vendors contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Vendors shall have performed, in all material respects, each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.3;
  - (c) the Purchaser shall have received at or before the Closing Time duly executed copies of the documents listed in Section 8.3;
  - (d) the Vendors shall, as of the Closing Time, have given those notices or obtain those consents, approvals or waivers required for the assignment of the Essential Contracts or such Essential Contracts shall have been assigned pursuant to the Approval and Vesting Order or an Assignment Order subject to the payment of Cure Costs by the Purchaser and the Vendors shall not be in breach should the Purchaser fail to pay such Cure Costs;

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- (e) all stays of proceedings contained in the Initial Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not prejudicial to the Purchaser or which does not adversely affect the Purchaser's rights under this Agreement or the Purchased Assets and the Initial Order has not been amended or modified in any manner prejudicial to the Purchaser as at the Closing Time;
  - (f) the Purchaser shall have received, at or before the Closing Time duly executed copies of the documents listed in Section 8.3;
  - (g) the Purchaser shall have obtained "Competitive Local Exchange Carrier" status with the Canadian Radio-television and Telecommunications Commission in those exchanges where Primus Telecommunications Canada Inc. has such status, or the Canadian Radio-television and Telecommunications Commission shall have provided to the Purchaser a comfort letter or other written communication prior to Closing confirming the Purchaser may, without any material condition or restriction, use, on an interim basis, Primus Telecommunications Canada Inc.'s status in those exchanges as a "Competitive Local Exchange Carrier" in the Purchaser's operation of the Business until the Purchaser obtains such status after Closing (in which case the Parties hereto shall amend the form of the Management Agreement such that it provides for such a license to the Purchaser in form and substance acceptable to the Parties, acting reasonably); and
  - (h) the Purchaser shall have obtained all Required Approvals required by a Governmental Authority in Canada or any province or territory thereof, other than as contemplated by Section 7.1(1)(g), which the Purchaser has advised the Vendors of in writing (which notice shall be provided by the Purchaser as soon as possible after the date of this Agreement); provided that this condition (h) shall be deemed to have been waived at the close of business on January 29, 2016 other than for Required Approvals for which notice has been received as above by the Purchaser by the close of business on January 29, 2016.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in Section 7.1(1) may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. The Purchaser may elect on written notice to the Vendors to terminate this Agreement at any time after 5:00 p.m. eastern time on the Outside Date if any condition in Section 7.1(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Purchaser.

#### Section 7.2 Conditions Precedent in favour of the Vendors

- (1) The obligation of the Vendors to complete the Transaction is subject to the following conditions being fulfilled or performed:

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- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.2; and
  - (c) the Vendors shall have received at or before the Closing Time duly executed copies of the documents listed in Section 8.2.
- (2) The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in Section 7.2(1) may be waived by the Vendors, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. The Vendors may elect on written notice to the Purchaser to terminate this Agreement at any time after 5:00 p.m. eastern time on the Outside Date if any condition in Section 7.2(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Vendors and the Monitor.

### Section 7.3 Conditions Precedent in favour of both the Purchaser and the Vendor

- (1) The obligations of the Vendors and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:
- (a) the Approval and Vesting Order shall have been obtained and is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
  - (b) the U.S. Recognition Order shall have been obtained and is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
  - (c) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction;
  - (d) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (2) The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendors and the Purchaser. Either Party may elect on written notice to the other of them and the Monitor to terminate this Agreement at any time after 5:00 p.m. eastern

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time on the Outside Date if any condition in Section 7.3(1) is not satisfied as at such time (other than a condition which, by its nature, can only be satisfied at Closing) and satisfaction of such condition has not been waived by both Parties.

## ARTICLE 8 CLOSING

### Section 8.1 Closing

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, or as otherwise determined by mutual agreement of the Parties in writing and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time and, in any event, prior to the Outside Date.

### Section 8.2 Purchaser's Deliveries on Closing

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Vendors the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

- (a) the Closing Cash Payment in accordance with Section 3.2(b);
- (b) payment of Transfer Taxes required by Applicable Law to be collected by any Vendors;
- (c) the election(s) referred to in Section 3.5 and Section 3.6(c) executed by the Purchaser;
- (d) evidence of payment of all Cure Costs;
- (e) a written direction to the Escrow Agent instructing the Escrow Agent to release Deposit to the Vendors in accordance with the Escrow Agreement;
- (f) an assumption agreement evidencing the assumption by the Purchaser of the Assumed Obligations (other than in respect of Assumed Contracts);
- (g) an assignment and assumption agreement evidencing the assignment to the Purchaser, and assumption by the Purchaser, of Assumed Obligations with respect to (i) all Assumed Contracts which are not Consent Required Contracts and (ii) all Consent Required Contracts for which any required consent, approval or waiver to the assignment, or Assignment Orders, thereof has been obtained;
- (h) an assignment agreement evidencing the assumption by the Purchaser of all Purchased Intellectual Property;
- (i) the Management Agreement;

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- (j) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (k) such further and other documentation as is referred to in this Agreement or as the Vendors may reasonably require to give effect to this Agreement.

### Section 8.3 Vendors' Deliveries on Closing

At or before the Closing Time, the Vendors shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a copy of the Approval and Vesting Order that has been issued and entered, is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
- (c) a copy of the U.S. Recognition Order has been issued and entered, is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
- (d) a written direction to the Escrow Agent instructing the Escrow Agent to release Deposit to the Vendors in accordance with the Escrow Agreement;
- (e) an assignment and assumption agreement evidencing the assignment to the Purchaser, and assumption by the Purchaser, of (i) all Assumed Contracts which are not Consent Required Contracts and (ii) all Consent Required Contracts for which any required consent, approval or waiver to the assignment, or Assignment Orders, thereof has been obtained;
- (f) an assignment agreement evidencing the assumption by the Purchaser of all Purchased Intellectual Property;
- (g) a true and complete copy of all Assignment Orders, if any, entered by the Court and, if applicable, the U.S. Court;
- (h) a certificate dated as of the Closing Date confirming that all of the representations and warranties of each Vendor contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as

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though made at and as of the Closing Time, and that each Vendor has performed in all material respects the covenants to be performed by them prior to the Closing Time;

- (i) the election(s) referred to in Section 3.5 and Section 3.6(c) executed by the applicable Vendor;
- (j) the executed Monitor's Certificate;
- (k) the Management Agreement;
- (l) such other necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary to transfer the Purchased Assets to the Purchaser; and
- (m) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

#### Section 8.4 Possession of Assets

- (1) On Closing, the Purchaser shall take possession of the Purchased Assets where situate at Closing. The Purchaser acknowledges that the Vendors have no obligation to deliver physical possession of the Purchased Assets to the Purchaser. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 8.2. The Purchaser shall promptly notify the Vendors of any Excluded Assets which may come into the possession or control of the Purchaser, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Vendors, or to such other Person as the Vendors may direct in writing and, for greater certainty, title shall not be deemed to vest to the Purchaser in respect of any Excluded Assets.
- (2) The Purchased Assets shall be and remain until Closing at the risk of the Vendors. In the event of material damage by fire or other hazard to the Purchased Assets or any material part thereof occurring before the Closing Date, the Vendors shall immediately advise the Purchaser thereof by notice in writing. Notwithstanding the occurrence of any of the foregoing, the Purchaser shall complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price and the proceeds of any insurance available or actually paid or payable to the Vendors, to a maximum of that portion of the Purchase Price allocated in Schedule F for the Purchased Assets which are so damaged, shall be paid or assigned, as the case may be, to the Purchaser.



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#### Section 8.5 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

#### Section 8.6 Termination

- (1) This Agreement shall automatically terminate at any time prior to the Closing Time by mutual written agreement of the Vendors and the Purchaser and on consent of the Monitor.
- (2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:
  - (a) a condition precedent in favour of a Party has not been satisfied or waived by such Party pursuant to and in accordance with Article 7 and such Party otherwise entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Article 7 (provided that the terminating Party has not failed to satisfy a closing condition under or otherwise breached this Agreement);
  - (b) by the Purchaser if the Court orders a post-filing sale process and the Purchaser, in its sole and absolute discretion, elects not to have this Agreement serve as the stalking horse offer for such sale process;
  - (c) Closing shall not have occurred on or prior to the Outside Date in accordance with Section 7.3 and any of the Parties shall have delivered written notice of termination to the other Parties terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement);
  - (d) by the Vendors upon notice to the Purchaser if a material breach by the Purchaser of its obligations under this Agreement has occurred (including without limitation any action or inaction by Purchaser contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to closing in favour of Vendors) and Purchaser has failed to cure such breach within 20 days after receipt of written notice thereof; or
  - (e) by the Purchaser upon notice to the Vendors if a material breach by a Vendor of its obligations under this Agreement has occurred (including without limitation any action or inaction by a Vendor contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to closing in favour of Purchaser) and any of the Vendors has failed to cure such breach within 20 days after receipt of written notice thereof.

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#### Section 8.7 Effects of Termination and Closing

- (1) If this Agreement is terminated pursuant to Section 8.6, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of: (i) Section 3.3 (Deposit); and (ii) this Section 8.7 (Effects of Termination and Closing), each of which will survive termination.
- (2) If this Agreement is terminated by the Vendors pursuant Section 8.6(2)(d), then the Deposit shall be forfeited to the Vendors in accordance with Section 3.3 (Deposit), as liquidated damages, and not as penalty, and the Vendors shall have no other rights and remedies against the Purchaser available at law or in equity.
- (3) Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

### ARTICLE 9 GENERAL

#### Section 9.1 Access to Books and Records

- (1) For a period of three years from the Closing Date or for such longer period as may be reasonably required for the Vendors to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement and subject to Section 9.1(2), the Vendors (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendors, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.
- (2) If the Vendors or its Affiliates are engaged in any business that competes, directly or indirectly, with the business carried on by Purchaser, then the Purchaser shall only be required to provide the right to inspect as contemplated in Section 9.1(1) to the Vendors if the sole purpose is of evaluating or preparing any of its tax returns, the sale of the remaining assets of the Vendors, in respect of any third party claim against such Person or in connection with any bankruptcy and insolvency proceeding. For greater certainty, the right of the Monitor, any former director or officer or any trustee in bankruptcy of the estate of the Vendors to inspect Books and Records and make copies thereof shall not be restricted under this Section 9.1(2).

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## Section 9.2 Notice

(1) Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

(a) in the case of the Purchaser, as follows:

Birch Communications, Inc.  
3060 Peachtree Road, NW  
Suite 1065  
Atlanta, Georgia 30305  
Attn: Vincent M. Oddo  
Email: vincent.oddo@Birch.com

with a copy to:

Jones Day  
1420 Peachtree Street, NE  
Suite 800  
Atlanta, Georgia 30309  
Attn: William B. Rowland  
Email: wbrowland@jonesday.com

(b) in the case of any Vendor, as follows:

c/o FTI Consulting Canada Inc.  
TD South Tower.  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
Toronto, ON M5K 1G8

Attention: Nigel Meakin

Email: nigel.meakin@fticonsulting.com

with a copy to:

Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9

Attention: Samantha Horn

Email: sghorn@stikeman.com

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- (c) in each case, with a further copy to the Monitor, as follows:

FTI Consulting Canada Inc.  
 TD South Tower  
 79 Wellington Street West  
 Toronto Dominion Centre, Suite 2010  
 Toronto, ON M5K 1G8

Attention: Nigel Meakin  
 Email: nigel.meakin@fticonsulting.com

with a copy to:

Blake, Cassels & Graydon LLP  
 Suite 4000, Commerce Court West  
 199 Bay Street  
 Toronto, Ontario M5L 1B9

Attention: Linc Rogers  
 Email: linc.rogers@blakes.com

- (2) Any such notice or other communication, if given by personal delivery or by courier, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.
- (3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

### Section 9.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendors and the Purchaser.

### Section 9.4 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

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#### Section 9.5 Announcements

No press release, public statement or announcement or other public disclosure (a "Public Statement") with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to the Initial Order having been granted except with the prior written consent and joint approval of the Vendors and the Purchaser with a copy of such Public Statement being provided to the Monitor in advance.

#### Section 9.6 Personal Information

Purchaser hereby acknowledges that it is aware, and that it will advise its Representatives, that privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), applies to certain information that may be disclosed to the Purchaser and its Representatives pursuant to this Agreement and/or the Transaction. The Purchaser agrees to comply, and cause its Representatives to comply, with such privacy legislation in connection with any such information disclosed to it or any of them. To the extent that any personally identifiable information of any customers is transferred from a Vendor to the Purchaser prior to the filing of the Initial Order, the Purchaser agrees to abide by the Vendors' privacy policy with respect to such personally identifiable information.

#### Section 9.7 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as otherwise provided in Section 3.6(b), Section 6.3 and Section 9.11, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and, except for the Indemnified Parties, no Person other than the Parties and their successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Vendors acknowledge to each of the Purchaser's Indemnified Parties their direct rights against it under Section 9.11 of this Agreement and the Purchaser acknowledges to each of the Vendors' Indemnified Parties their direct rights against it under Section 3.6(b), Section 6.3 and Section 9.11 of this Agreement. To the extent required by law to give full effect to these direct rights, the Vendors and the Purchaser each agree and acknowledge that it is acting as agent and/or as trustee of its Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person, including any Indemnified Party.

#### Section 9.8 Entire Agreement

This Agreement, the attached Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

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#### Section 9.9 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

#### Section 9.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

#### Section 9.11 Commission

The Purchaser agrees to indemnify each Vendor and its Representatives against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction and the Vendors shall indemnify the Purchaser and its Representatives for any third party or agent or broker fees or other commissions payable by the Vendors on the Purchase Price or otherwise in connection with the Transaction.

#### Section 9.12 Assignment by Purchaser

This Agreement may not be assigned by the Purchaser without the prior written consent of the Vendors, which consent may be withheld in the Vendors' sole and absolute discretion; provided, however that the Purchaser shall be permitted to assign the benefit of all or a portion of this Agreement prior to the issuance of the Approval and Vesting Order to an Affiliate thereof in circumstances where (i) prior notice of such assignment is provided to the Vendors, (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment, and (iii) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendors and the Purchaser shall acknowledge and confirm their continuing obligations and liabilities in favour of the Vendors in form and substance satisfactory to the Vendors; for greater certainty, the Purchaser shall be permitted to assign the right to buy all or a portion of the Purchased Assets to one or more Affiliates and such assignment shall be permitted so long as the requirements of this Section 9.12 are complied with. The Parties acknowledge and agree that a Canadian Affiliate of Purchaser will acquire all of the Purchased Assets located in Canada or used in carrying out the Business in Canada. This Agreement may not be assigned by the Vendors without the consent of the Purchaser.

#### Section 9.13 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

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#### Section 9.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

#### Section 9.15 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein, other than those contained in Section 3.1, Section 3.6 or Article 8, is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

#### Section 9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no liability to the Parties in connection therewith. The Parties further acknowledge and agree that (i) upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived (other than the payments contemplated in Section 3.2 and the delivery of the executed Monitor's Certificate), the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation of receipt of the payments contemplated in Section 3.2 to be delivered to it, and (ii) upon the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

#### Section 9.17 Monitor's Capacity

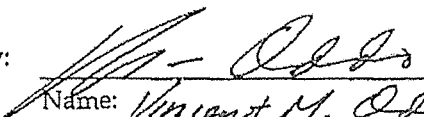
The Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever as Monitor.

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

BIRCH COMMUNICATIONS, INC.

By:   
Name: *Vincent M. Oddo*  
Title: *President & CEO*

VENDORS:

PRIMUS TELECOMMUNICATIONS  
CANADA INC.

By: \_\_\_\_\_  
Name:  
Title:

PRIMUS TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

LINGO, INC.

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the Parties have executed this Agreement.

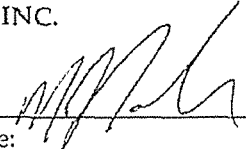
PURCHASER:

BIRCH COMMUNICATIONS, INC.

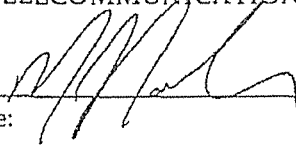
By: \_\_\_\_\_  
Name:  
Title:

VENDORS:

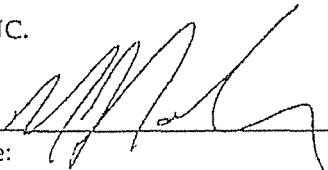
PRIMUS TELECOMMUNICATIONS  
CANADA INC.

By:  \_\_\_\_\_  
Name:  
Title:

PRIMUS TELECOMMUNICATIONS, INC.

By:  \_\_\_\_\_  
Name:  
Title:

LINGO, INC.

By:  \_\_\_\_\_  
Name:  
Title:

#### Schedule A – Purchased Assets

- (1) all movable property, leasehold improvements and equipment, furniture, fixtures, computer hardware network equipment, inventory and other fixed assets (excluding those that are subject to capital leases that are not Assumed Contracts);
- (2) all Books and Records;
- (3) all inventory used in the carrying on of the Business, including all wireless phones and devices, modems, IAD's, VoIP phones and similar equipment located at customer premises or Vendor's facilities, and all other finished goods and goods in transit to be sold or leased to customers in the operation of the Business;
- (4) all vehicles owned or used in the operation of the Business;
- (5) all BSS and OSS systems and data related thereto;
- (6) the benefit of the Assumed Contracts;
- (7) all Accounts Receivable and Unbilled Revenue (including all checks and other forms of customer payments received by any Vendor following Closing);
- (8) all prepaid expenses to the extent necessary for the operation of the Business from and after the Closing;
- (9) all supplies owned and used in connection with the Business;
- (10) all Purchased Intellectual Property;
- (11) all customer and CABS accounts and the relationship associated therewith, including all contracts and other rights to provide telecom services to such customers, customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;
- (12) all government licenses, approvals, permits or similar used in connection with the Business, to the extent transferable;
- (13) all goodwill associated with the Business or the Purchased Assets, including the right to carry on the Business;
- (14) all rights, claims, credits, causes of action or rights of set off against third parties relating to the Purchased Assets, including rights under vendors' and manufacturers' warranties, indemnities and guarantees;
- (15) for greater clarity, all assets of Primus Telecommunications, Inc. and Lingo, Inc.; and
- (16) Any assignable or transferrable license, permit, or other authorization issued by the FCC or a State PUC and necessary for the Purchaser to operate the Business after Closing.

### Schedule B – Essential Contracts

In addition to the contracts listed below, “Essential Contracts” includes any master agreement into which any contract listed below is incorporated by reference, and any other (i) interconnection agreements with local exchange carriers and interexchange carriers in Canada, and (ii) 911 service agreements and message relay service agreements with incumbent local exchange carriers in Canada to which Vendors are a party.

Ref.	Location/ Vender	Description
<b>Office Leases</b>		
5.3.1.3.3	Vancouver	Vancouver 555 W Hastings - Renewal Offer August 2012 - May 1, 2012 to Dec 31, 2017
5.3.1.4.1	151 Front	151 Front Street - Lease Amending Agreement - Sept 14, 2014 to Aug 31, 2019
5.3.1.8	New York	Primus Canada 60Hudson
5.3.1.1.2	Edmunston	Edmundston Lease Renewal Letter and Fully Executed Lease (Apr 1/14to Mar 31/17)
<b>Carrier Contracts</b>		
<b>Allstream</b>		
5.3.2.1.1	Allstream	Allstream Capacity IRU 2000
5.3.2.1.2	Allstream	Allstream Capacity IRU Addendum 2013
5.3.2.1.3	Allstream	Allstream LOI Memo 2012
5.3.2.1.8	Allstream	Allstream 2 5G SWON ring
5.3.2.10.11	Allstream	Allstream Primus Executed Outbound SIP Contracts
5.3.2.10.12	Allstream	Inbound SIP - 201504
5.3.7.1.2	Allstream	MWA Addendum_Hash_1 Oct2004
5.3.7.1.3	Allstream	MWA Addendum_Hash_2 July2006
5.3.7.1.4	Allstream	MWA Addendum_Hash_3 Oct2007
5.3.7.1.5	Allstream	MWA Addendum_Hash_4 Oct2009
5.3.7.1.6	Allstream	Original MWA 2001
5.3.7.1.7	Allstream	Sch5 International LD 200701
5.3.7.3	Allstream	TPO Quote - Primus - 205 5 Ave SW new 503K cage (v2 120601).xls
	Allstream	Master Agreement for CLEC-IXC Interconnection
	Allstream	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_MTS Allstream_070705
	Allstream	GCC - Master Agreement for Local Network Interconnection_Allstream_120403
<b>Bell</b>		
5.3.2.2.4	Bell Canada	2105 Ignite_Primus - Bell
5.3.2.2.5	Bell Canada	Bell 2.5G Toronto - Windsor 20111202_executed

5.3.2.2.6	Bell Canada	Bell 10Gs Toronto-NYC
5.3.2.2.7	Bell Canada	Bell DS1 Toronto-Oakville for 911 20130228
5.3.2.2.8	Bell Canada	Bell DS3 Barrie 1-292430451-223 20111014 executed
5.3.2.2.9	Bell Canada	Bell EIP augments 20140905
5.3.2.2.10	Bell Canada	Bell FTTN resale - 2015 Ignite_Primus - Bell Signed
5.3.2.2.11	Bell Canada	Bell GigE ENNI Ottawa 20131106
5.3.2.2.12	Bell Canada	Bell GigE ENNI Toronto 20131106
5.3.2.2.13	Bell Canada	Bell GigE wave Dundas-Front 1-292430451-561
5.3.2.2.14	Bell Canada	Bell OC3 Pharmacy IntraExchange 20111024
5.3.2.2.17	Bell Canada	Bell Wholesale Digital Network Service FEB2013_executed Bell Wholesale Ethernet Connect Svc Schedule 10G AGAS TOR 1-4 201412
5.3.2.2.18	Bell Canada	Bell Wholesale GAS (IGNITE)
5.3.2.2.19	Bell Canada	GCC - Central Office License Agreement _Bell Canada_040805
5.3.2.2.20	Bell Canada	Primus - Net Gain Incentive Offer Letter - Feb 1st to Apr 30th
5.3.2.2.21	Bell Canada	Bell Atlantic BWS Schedule Dec 18 2012
5.3.2.2.22	Bell Canada	Bell EIP augments - Phase 2
5.3.2.2.23	Bell Canada	Bell EIP augments - Phase 3
5.3.2.2.24	Bell Canada	Bell EIP augments 20140915
5.3.2.2.25	Bell Canada	Bell IP Relay and MRS svc MCAT124463-49_1_81028
5.3.2.10.1	Bell Canada	Primus - Net Gain Incentive Offer Letter - Feb 1st to Apr 30th
5.3.2.10.7	Bell Canada	1-334088971-13 BWS Maritimes 201504 exec
5.3.2.10.10	Bell Canada	2105 Ignite_Primus - Bell Signed
5.3.7.7	Bell Canada	2012-0259DC - Primus EIP Amendment 1 - Dec 19, 2012(executed) 2012-0259DC - Primus Settlement BWS (Maritimes) - 1-334088971- 11(executed)
5.3.7.8	Bell Canada	EIP 201109 executed
5.3.7.9	Bell Canada	Centrex Amendment_Hash_1
5.3.9.1	Bell Canada	PRIMUS-CENTREX LOC R2_signed
5.3.9.2	Bell Canada	Master Agreement for CLEC-IXC Interconnection
	Bell Canada	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202
	Bell Canada	CRTC_Primus Telecommunications Canada Inc_Bell Canada MRS Agreement_cvrltr_27Sep13
	Bell Canada	Primus and Bell_MRS and IP Relay Contract_7Apr11_CONFIDENTIAL
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C REVISED_Bell Canada_110804
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C_Bell Canada_010103
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C_Bell Canada_010103 - SIGNED
	Bell Canada	Local PAM 1-292430451-192 Primus Allstream migration-resi
	Bell Canada	Local PAM 1-292430451-193 Primus Allstream migration commercial
	Bell Canada	Local WLSF MCAT 124463-35 PES Resi

Bell Canada	Local RCM 1-292430451-100
Bell Canada	Local RCM 1-292430451-101
Bell Canada	Local RCM 1-292430451-174
Bell Canada	Local Business 1-292430451-371

#### Other Network Agreements

5.3.2.4.1	Other Network Agreements	382 Dialer Services Addendum
5.3.2.4.2	Other Network Agreements	382 Terminations Agreement
5.3.2.4.3	Other Network Agreements	Cogeco 2.5G Toronto to Windsor 20120319
5.3.2.4.4	Other Network Agreements	Cogent IP Transit Toronto _And_ Vancouver 201402
5.3.2.4.5	Other Network Agreements	Cogent IP Transit Toronto
5.3.2.4.6	Other Network Agreements	Cogent Vancouver x-connect
5.3.2.4.7	Other Network Agreements	Data Access Solutions Reciprocal Service Agreement 20120604 exec
5.3.2.4.8	Other Network Agreements	Equinix 10G PAIX 20130913
5.3.2.4.9	Other Network Agreements	Equinix 60Hudson space_And_power
5.3.2.4.10	Other Network Agreements	Fibernetics MSA
5.3.2.4.11	Other Network Agreements	IDT Service Agreement
5.3.2.4.12	Other Network Agreements	Iristel Inbound (DIDs) agreement 201304
5.3.2.4.13	Other Network Agreements	Iristel N11 service 201501
5.3.2.4.14	Other Network Agreements	Iristel Telecommunicaton Svcs Agreement (Toll) 20150127
5.3.2.4.15	Other Network Agreements	Navigata Colocation Service Schedule_Power
5.3.2.4.16	Other Network Agreements	Navigata Master Telecom Svcs Agmt 201010
5.3.2.4.17	Other Network Agreements	Phonetime Agreement
5.3.2.4.19	Other Network Agreements	Smartbox LD Agreement 20120430
5.3.2.4.20	Other Network Agreements	Telehouse NYIX 10G 201303 exec
5.3.2.4.21	Other Network Agreements	Teliasonera Signed Agreement
5.3.2.4.22	Other Network Agreements	US Matrix Agreement

	Agreements	
	Other Network	
5.3.2.4.23	Agreements	Uniserve WSA 20131011
	Other Network	
5.3.2.4.24	Agreements	Verizon - Advanced Toll Free (ATF) Standard Rates (04.2014)_539947
	Other Network	
5.3.2.4.25	Agreements	Verizon - WTSA
	Other Network	
5.3.2.4.26	Agreements	Verizon - WTSA addendum 20140516
	Other Network	
5.3.2.4.27	Agreements	Verizon - WTSA attachment for ATF 20140516 executed
	Other Network	
5.3.2.4.28	Agreements	Videotron Local Resell Agmt 20111024
	Other Network	
5.3.2.4.29	Agreements	Videotron PRI St.Nicolas 20111028
	Other Network	
5.3.2.4.30	Agreements	Videotron PRI Victoriaville 20111024
	Other Network	Agreement for Membership with the Canadian Local Number
	Agreements	Portability Consortium
	Other Network	GCC - Interconnection Agreement for the Provision of 911 Service to a
	Agreements	CLEC_SaskTel_112006
<b>Rogers</b>		
5.3.2.5.1	Rogers	Rogers 10Gig TOM
5.3.2.5.2	Rogers	Rogers 10Mbps 8000 Jane - 151 Front
5.3.2.5.3	Rogers	Rogers DS3 Van-NewWest, Ham-St.Cath
5.3.2.5.4	Rogers	Rogers GigE NNI Toronto 20110915
5.3.2.5.5	Rogers	Rogers TPIA And CSG Agreement Executed
5.3.2.5.6	Rogers	Rogers TPIA 2nd GigE backhaul 201501
5.3.2.5.7	Rogers	Rogers TPIA 10Gig CNI
5.3.2.5.8	Rogers	Rogers TPIA Agreement Signed
5.3.2.5.9	Rogers	Rogers TPIA Application 201412 (2nd GigE)
5.3.2.5.10	Rogers	Rogers TPIA POI subsequent report 201412
5.3.2.5.11	Rogers	Cityfone Wireless - Primus Affinity April 2012
5.3.2.10.2	Rogers	Rogers IPVPN 1G EVPL Dundas-Front
5.3.2.10.3	Rogers	Rogers TPIA 10G wave to York Mills POI router 20150302
5.3.7.2	Rogers	Rogers TPIA _And_ CSG Agreement_executed
5.3.10.1	Rogers TSA	Transition Services Agreement -Rogers and Primus re Black Iron
5.3.10.3	Rogers TSA	Primus-Rogers TSA - Proposed Addendum draft 092915
		GCC - Master Agreement for Local Network
	Rogers	Interconnection_Rogers_021405
<b>Shaw</b>		
5.3.2.6.1	Shaw	Shaw 10G wave Toronto to Chicago 201412
5.3.2.6.2	Shaw	Shaw IP Transit 201402 exec

5.3.2.6.3	Shaw	Shaw Private Line (2.5G Sea-Van-Edm-Tor) 20120516. executed
5.3.2.6.4	Shaw	Shaw TPIA EVPL 201402
5.3.2.6.5	Shaw	Shaw Vancouver ENNI 201407
5.3.2.6.6	Shaw	Shaw Wholesale Cable Gateway Service
5.3.2.10.8	Shaw	10G wave Toronto to Chicago 201412 exec
5.3.7.10	Shaw	IP Peering upgrade to 10G 201303 exec
5.3.7.11	Shaw	Primus Telecommunications Canada Inc dated Nov 16 2001 MSA
<b>Telus</b>		
5.3.2.7.1	Telus	TELUS 10G CES NNI 20141008
5.3.2.7.2	Telus	TELUS 10G CES NNI SLA 20140825
5.3.2.7.4	Telus	TELUS Ethernet Access Svc Agmt 20141008 (2nd 1G AGAS)
5.3.2.7.5	Telus	TELUS LBL Amendment 2014_executed
5.3.2.7.6	Telus	TELUS Local Centrex Amendment 2014_executed
5.3.2.7.7	Telus	TELUS NNI_2006
5.3.2.7.8	Telus	TELUS PRI Agreement 200304
5.3.2.10.5	Telus	WSA Amendment 8 (CES Phase3) executed- 20150806
5.3.2.10.6	Telus	WSA Amendment 9 - 20150619 executed
5.3.7.5	Telus	Vancouver NNI EAS 20141008 (2nd 1G AGAS).
	Telus	Master Agreement for CLEC-IXC Interconnection
	Telus	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_TELUS_04
	Telus	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_TELUS_CVR_033104
	Telus	CRTC_Primus Telecommunications Canada Inc._TELUS MRS Agreement_cvrltr_27Sep13_CONFIDENTIAL
	Telus	Primus and TELUS_Definitive Agreement for Operator Services_1Nov05
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C App 4_TELUS_083004
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C App 5_TELUS_083004
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C Revised App 2_TELUS_121906
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_TELUS_070104
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED LIR_Sched Cs_TELUS_070108
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED LIR_TELUS_070108
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED TRANSIT_TELUS_070108
	Telus	Primus SMALI Sched C.TELUS.201412051437.FINAL
	Telus	Special MALI Schedule C_Telus_12.5.2014
	Telus	Special MALI_Telus_12.5.2014

#### Contract Update From February to August 2015

5.3.2.10.4	Iristel	Telecommunicaton Services Agreement (Toll) 20150127
5.3.2.10.9	Level 3	10M IPVPN Toronto to Carmel 20150326
5.3.2.10.13	Equinix	Lingo Chicago-IX 10G upgade
5.3.10.2	BID MSA	Blackiron Master Service Agreement_signed
5.3.10.4	PTCI MSA	PTCI Master Service Agreement_Final
	Northern	911 Agreement - February 2013
	Comtrust	LDDA - May 2005
	Excel Micro	Spam Filter June 2013
	Bell Canada	Unlimitel PRI # 261124987-3
	Neustar	MSA - October 22, 2009
	Premier Global	Conferencing - Amended September 2014
	Telus	DS1's to Rimouski & Ste Marie de Beauce November 2015

#### Network and Systems Agreements

		Primus On-Prem SW Support Renewal for 2016 for 100K Subscribers
5.3.3.1	SmartRG	License Block Oct132015
		SmartRG - Support Services for Onsite Deployment Agreement -
5.3.3.2	SmartRG	Primus - 20151013
5.3.4.2		Signed Oracle Agreement - Feb 27 2015
5.6.1	Allot	Allot Communications Invoice for PTCI011504
5.6.9	Genband	2015-16 GENBANDCare Renewal Proposal OP-0064770-GBC-01 Primus Jun9_15
	Long View	Various hardware support agreements with Long View
	Telcordia	Telcordia TPM License fees
	Vertex	Vertex - tax modules update
	Cisco	Cisco Smartnet
	Smart RG	Smart RG support Agreement
	Ericson	Ericson Support Agreement
	Enghouse	Enghouse Networks -LCR
5.3.7.4	Cogent	Transit Toronto and Vancouver 201402
5.3.7.6	Cogent	2 x 10G Transit Toronto
		GCC - Agreement for the Provision of E911_Calgary AB_020805
		GCC - Agreement for the Provision of E911_Edmonton AB_060607
		GCC - Agreement for the Provision of E911_Edmonton AB_060607 - 2
		GCC - Agreement for the Provision of E911_Edmonton AB_REVISION_081307
		GCC - Agreement for the Provision of E911_Toronto_120202
		CLNPC Shareholders Representative - Aug 2015
		GCC - CLNPC - CLNPC-USA Amended and Restated May 27 2011
		GCC - CLNPC - CLNPC-USA Amended and Restated May 27 2011_Instructions
		GCC - CNA+SAIC_Service User Agreement_091405



GCC - Membership Agreement\_CLNP\_080502  
 GCC - Service User Agreement\_CNA + SAIC\_091405  
 GCC - Shareholder Agreement\_CLNP Amended and Restated\_012006  
 Primus Tel\_ASA Statement\_July 2015  
 2015-11-18 - TekSavvy-Primus MALI - final  
 2015-11-18 - TekSavvy-Primus MALI - signature pages - executed  
 Beanfield MALI  
 Beanfield MALI BPAGMALI291  
 Beanfield MALI BPAGMALI291 - Signed GCC  
 Beanfield MALI Pages signed  
 Beanfield Sched C 20130221  
 CDS and Globility MALI Pages\_ Cover Signature and Notices  
 CDS-Globility - Schedule C - CONFIDENTIAL  
 Fibernetics Primus MALI  
 Fibernetics Primus Sched C  
 Final Fido signed agreement  
 Final Fido signed Schedule C.FINAL  
 GCC - Cogeco Data - MALI - Signed  
 GCC - Master Agreement for Local Network  
 Interconnection\_Distribute\_061607  
 GCC - Master Agreement for Local Network  
 Interconnection\_Eastlink\_31Oct12  
 GCC - Master Agreement for Local Network  
 Interconnection\_Execulink\_071507  
 GCC - Master Agreement for Local Network  
 Interconnection\_FlexITY\_090308  
 GCC - Master Agreement for Local Network  
 Interconnection\_MSNI\_051710  
 GCC - Master Service Agreement + Data Colocation Schedule -  
 Navigate-Next Layer - 032907  
 GCC - Master Service Agreement + Data Colocation Schedule - Renewal  
 - Navigate-Next Layer - 070112  
 GCC - Navigata\_Master Telecommunication Services  
 Agreement\_Executed\_032907  
 Kimcot-Primus Schedule C  
 LES NET-PRIMUS-MALI-FINAL  
 LES NET-PRIMUS-MALI-Schedule C-FINAL  
 LES NET-PRIMUS-MALI-Schedule C-Signing  
 LES NET-PRIMUS-MALI-Signing  
 Primus - Seaside - schedule c  
 Standard MALI\_Innsys MALI BPAGMALI30\_12.17.2014  
 Standard MALI\_Innsys Sched C\_12.22.2014  
 Final signed schedule C for Nor-Del Cablevision Limited  
 Final signed schedule C from Câble-Axion Digital inc

Final signed schedule C with Câble-Axion Digitel inc  
 Final signed Schedule-C for O.N.Tel Inc  
 Final signed Schedule-C for Wightman Communications Ltd  
 Final signed SMALI for Nor-Del Cablevision Limited  
 Final signed SMALI for O.N.Tel Inc  
 Final signed SMALI for Wightman Communications Ltd  
 Final signed SMALI with Câble-Axion Digitel inc  
 Primus SMALI .TELUS.201412051437.FINAL  
 Primus SMALI Sched C.ACCESSCOMMUN ICATIONS.FINAL  
 Primus SMALI Sched C.BRUCETELECOM.FINAL  
 Primus SMALI Sched C.CABLE-AXION.FINAL1doc  
 Primus SMALI Sched C.CABLE-AXION.FINAL2doc  
 Primus SMALI Sched C.DERYTELECOM.FINAL  
 Primus SMALI Sched C.GOSFIELD.FINAL.doc  
 Primus SMALI Sched C.GREATERSUDBURY.FINAL  
 Primus SMALI Sched C.HURON.FINAL.doc  
 Primus SMALI Sched C.NOR-DEL.FINAL  
 Primus SMALI Sched C.ONTERA.FINAL  
 Primus SMALI Sched C.ROXBOROUGH.FINAL  
 Primus SMALI Sched C.SHANNONVISION.FINAL.doc  
 Primus SMALI Sched C.SOGETEL.FINAL  
 Primus SMALI Sched C.TUCKERSMITH.FINAL.doc  
 Primus SMALI Sched C.WIGHTMAN.FINAL  
 SMALI - Xplornet - Schedule C- Primus  
 Special MALI - Primus

#### US Co-Location Agreements

		Space _And_ power 900 N.Alameda, LA 1st cabinet LN04 renewal 20150326.pdf
6.2.1	Coresite	
6.2.2	Coresite	Space _And_ power 900 N.Alameda, LA 2nd cabinet 20130802.pdf
6.2.3	Coresite	Space _And_ power 900 N.Alameda, LA 2nd cabinet 20130802exec.pdf
6.2.4	Coresite	Space _And_ power 900 N.Alameda, LA 20130412.pdf
6.2.5	Equinix	Lingo 60Hudson colo lease
6.2.6	Equinix	Lingo Chicago colo lease
6.2.7	Equinix	Lingo master service agreement
6.2.8	Coresite	Nat'l MSA 20130416 (Alameda)
6.2.9	ICS-PTCI	Carrier Services Agreement ICS-PTCI -
	ICS and Newport Office	
6.2.10	Center 1LP	Colocation Agreement - ICS New Jersey

#### Network and IT Support Agreements

5.6.2	Allot	Allot Maintenance Agreement
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5.6.5	Meta	Metaswitch Support Service Level Agreement
5.6.7	Broadsoft	US BroadSoft License Agreements
5.6.10	ACME	Acme Oracle APKT-RN-24315-2
5.6.11	Allot	Allot Communications Hardware Warranty Certificate SGT1412000076
	Acme	Acme - Canada
	Acme	Acme – US
	Broadsoft	Broadsoft – Canada (C10746)
	Allot	Allot - Tera
	Allot	Allot - SigmaE, SPS/SPX, NX-STC, & SMP
	CDW	VMware vSphere 5 Standard for 1 processor x 4
	CDW	VMware vSphere 5 Standard for 1 processor x 8
	CTI Tech	CTI - Call Recording
	Dell	ADMINDB2
	Enghouse Networks	Pulse Voice (LCR)
	Equinix	Protector 10.x Mtce Fee Monito up to 3.5 Million CDRs Per Day
	Ericsson	Primus Canada - Pricelist of Ericsson SSRs SWUS
	Five9	Agent Licenses
	FusionCharts	Add-On for PBS Charting in Admin3
	Interactive Intelligence	Hosted ACD
	Longview	VMware vSphere 6 Standard for 1 processor x 16
	Longview	VMware vSphere 6 Standard for 1 processor x 14
	Longview	VMware vCenter Server6 Standard for vSphere 5 (Per Instance) x 1
	Longview	VMware vSphere 6 Standard for 1 processor x 2
	Metaswitch	Meta support
	Onx	Cisco Support, NEW-Q16034490
	Onx	Cisco Smartnet
	Onx	Vmware, 50 x Vsphere ( 3year enterprise license and support)
	Oracle (Pillar Data Systems)	AXIOM 600
	Red Hat	Red Hat - A/C #1051751
	Sonus	Sonus (Performance Technologies, SS7 signaling)
	TeraSpan	TeraSpan Networks (Vancouver Fibre Ring)
	Zhone	Zhone (MALC, MXK, 1U, ETHX, ZNID, & ZMS)
	F5 Networks	F5 Service Agreement
<b>Other</b>		
5.3.8	Rimhub	Rimhub
5.3.8.1	Rimhub	Rimhub Proposal_29Sep2012_PTGi_FINALrates.pdf
5.3.8.2	Rimhub	MSA RibHub PTCI Part 1.pdf
	Infosys	Letter of Engagement dated August 1, 2015

**Marketing Agreements**

2.9.3		MDM Rate Schedule.xlsx
5.3.2.3.1	Costco	Costco Contract Apr 2015-16 renewal
5.3.2.3.2	Costco	KnewSalesGroupAgencyAgreementJan1515
5.3.2.8.1	Aeroplan	Primus - Aeroplan 2013-17 Renewal Amendment FINAL
5.3.2.9.1	LoyaltyOne	Primus_Air Miles Agreement - Primus Comments - July 13

**Consulting Agreements**

5.7.1	Consultant	Mohammed Ikram_PSA
5.7.2	Consultant	MondaytoSunday Services India Private Inc_Raja Domalla_PSA
5.7.3	Consultant	Padmaja Challa_PSA
5.7.4	Consultant	Bhadkar Pandian PSA 2011
5.7.5	Consultant	Bhaskar Pandian Task Order
5.7.6	Consultant	Jain Abhishek_PSA
	Consultant	Nice Consulting
	Consultant	David Pigott
	Consultant	Benlin Xu
	Consultant	Laker You
	Consultant	Ted Taylor
	Consultant	Matthew Gamble
	Consultant	Ted Taylor
	Consultant	Dommala Rajavardhan

**Equipment Contracts**

Onx	NetApp 2240s (Van)
Onx	DS22246 for Call Rec
Onx	NetApp 3140s (Old Tor)
Onx	NetApp 3210 (snapvault0-01)
Onx	NetApp 8020s (New Tor)
Onx	NetApp SW Support (FCP, iSCSI 8020A)
F5 Networks, Inc.	Service Agreement Acknowledgment (ID: 363746)

Schedule C – Other Assumed Contracts

To be mutually agreed on.

#### Schedule D – Excluded Assets

- (1) Any and all shares and other securities owned by any Vendor, including all shares of Primus Telecommunications, Inc. and Lingo, Inc. held by Primus Telecommunications Canada, Inc.
- (2) Any deposits paid or other security posted by Vendors or amounts set off or held back from the Vendors in respect of goods or services to be supplied after the CCAA Proceedings have commenced.

## Schedule E -- Excluded Contracts

Ref.	Location/ Vender	Description
<b>Office Leases</b>		
5.3.1.2.2	Ottawa	31 Auriga Lease Dec 1, 2010 to Nov 30., 2020.pdf
5.3.1.5.3	Toronto	Amendment to Lease - July 25, 2013
5.3.1.5.4	Toronto	Primus Manulife Lease - 5343 Dundas
	Edmonton	Edmonton office lease
	Markham, Ontario	60 Renfrew Drive
	London, Ontario	1069 Wellington Road South
	Cedar Rapids, Iowa	Office lease for Suite 1, 805 Wright Brothers Blvd. SW Cedar Rapids, Iowa, 52404
	Coralville, Iowa	Office lease for 625 First Avenue, Coralville, Iowa
	Tampa, Florida	Office lease for Suite 220E, 3903 Northdale Boulevard, Tampa, Florida, 33624
<b>Carrier Contracts</b>		
5.3.2.2.1	Bell Canada	1-796366479(Primus-Loop Letter-Globility Gov_Hash_2011-0247DC)
5.3.2.2.2	Bell Canada	2012-0259DC - Primus Loops Amendment 1 - Dec 19, 2012(executed)
5.3.2.2.3	Bell Canada	2015 Bell Resolution of data spend agreement
5.3.2.2.16	Bell Canada	Bell ULLs - 1-796366479(Primus-Loop Letter-Globility Gov_Hash_2011-0247DC)
5.3.2.2.27	Bell Canada	Bell Local resale - Primus Amendment No 1 MCAT124463-35
5.3.2.2.28	Bell Canada	Amendment
		Primus Amendment No 1 MCAT124463-35 Amendment
<b>Other Network Agreements</b>		
	Other Network Agreements	Bell ULL Agreement 1-796366479
<b>Telus</b>		
5.3.2.7.3	Telus	TELUS Direct Connect LD Agmt (2014-10-23)
5.3.2.7.9	Telus	telus amendment #9 to wholesale services agreement -foreborne and tarriffed
5.3.2.7.10	Telus	Telus Wireline - Primus WSA (TELUS Redline) June 30 11
<b>Network and Systems Agreements</b>		
5.3.4.1	Microsoft	Microsoft Agreement
5.6.3	CA	CA Perpetual License Agreement
5.6.4	Interactive Intelligence	I3 Contract
5.6.6	OnX	OnX Support Agreement for various network components and VM

		Ware
5.6.8	Zhone	Zhone Service Guide
	Salesforce.com	Contract in place with Salesforce.com
<b>Other Contracts</b>		
	Primus	All Executive employment contracts



Schedule F – Purchase Price Allocation

To be mutually agreed upon prior to Closing.

Schedule G – Permitted Encumbrances

All Encumbrances relating to the registrations listed below and any registrations made in other jurisdictions in connection with the same Encumbrances to the extent any such Encumbrances relate to equipment that is leased pursuant to an Assumed Contract:

CANADA

A. Ontario

File No. Registration No. Registration Period Expiry Date	Debtor Name	Secured Party (Creditor)	Collateral Classification	Other Changes
709482663 20150831140314627082 5 years August 31, 2020	Primus Telecommunications Canada Inc. Primus Canada Ltd. Primus Telecommunications Canada Inc	Xerox Canada Ltd	Equipment Other	
697522572 20140627141214621457 5 years June 27, 2019	Primus Telecommunications Canada Inc. Primus Canada Ltd.	Xerox Canada Ltd	Equipment Other	
683592579 20121214 1703 1462 2176 4 years December 14, 2016	Primus Telecommunications Canada Inc.	Gould Leasing Ltd.	Equipment	
681490494 20120917140214628536 4 years September 17, 2016	Primus Telecommunications Canada Inc. Primus Telecommunications	Xerox Canada Ltd	Equipment Other	
674093097 20111102170214626299 4 years November 2, 2015	Primus Telecommunications Canada Inc.	Xerox Canada Ltd	Equipment Other	
711845838 20151117 1350 1902 8220 5 years November 17, 2020	Primus Telecommunications Canada Inc.	Cicso Systems Capital Canada Co.	Equipment Accounts Other	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation,

			security, voice, video, collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the Secured Party to the Debtor, together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "Equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and right to payment and chattel paper arising out of all or any of the Equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceed of or relating to any of the foregoing.
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B. British Columbia

Base Registration No. Control No. Registration Period Registration Date Expiry Date	Debtor Name	Secured Party (Creditor)	General Collateral Description
812316I D3295665 5 years August 31, 2015 August 31, 2020	Primus Telecommunic-ations Canada Inc. Primus Telecommunications Canada Inc.	Xerox Canada Ltd	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
958440I D3445051 5 years November 17, 2015 November 17, 2020	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, services, other computer networking and telecommunications equipment (including, without limitation, security, voice, video, collaboration, wireless and ancillary equipment) and other goods (whether similar or dissimilar ot the foregoing)) leased from time to time by the Secured Party to the Debtor,

			together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "Equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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C. Alberta

Registration No. Expiry Date	Debtor	Secured Party	General Collateral Description
12091718764 2012-Sep-17	Primus Telecommunications  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
15111720605 2015-Nov-17	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation, security, voice, video, collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the secured party to the debtor, together with, in each case, all present and future software and software license rights relating to any of the

			foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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D. New Brunswick

Registration No. Expiry Date	Debtor	Secured Party	General Collateral Description
24586547 2014-06-27	Primus Canada Ltd.  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
26345074 2015-08-31	Primus Canada Ltd.  Primus Telecommunic-ations Canada Inc.  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
26706424 2015-11-17	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation, security, voice, video,

			collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the secured party to the debtor, together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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### Schedule H – Purchased Intellectual Property

#### Patents and Patent Applications

Country	Patent Title	Patent No.	Issue Date	Filing Date	Assignee
Canada	Call Screening System and Method	2,597,377	Nov. 16, 2010	August 15, 2007	Primus Telecommunications Canada, Inc.

Country	Patent Title	Patent No.	Issue Date	Assignee	PCT Filing Date
U.S.	Call Screening System and Method	8,577,002	Nov. 5, 2013	Primus Telecommunications Canada, Inc.	August 13, 2008




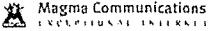
#### Trademarks (Canada)

No.	Trademark	Status	Owner Name
1.	BEX - BUSINESS ETHERNET XTENDED	Registered App 1518690 App 10-MAR-2011 Reg TMA873831 Reg 19-MAR-2014 19-MAR-2029	Primus Telecommunications Canada Inc.
2.	BPS	Registered App 1196778 App 19-NOV-2003 Reg TMA632560 Reg 10-FEB-2005 10-FEB-2020	Primus Telecommunications Canada Inc.
3.	BROADBAND PHONE SERVICE (BPS)	Registered App 1196294 App 14-NOV-2003 Reg TMA678143 Reg 05-DEC-2006 05-DEC-2021	Primus Telecommunications Canada Inc.
4.	BROADBAND VOICE SERVICE (BVS)	Registered App 1196296 App 14-NOV-2003 Reg TMA678144 Reg 05-DEC-2006 05-DEC-2021	Primus Telecommunications Canada Inc.
5.	BVS	Registered App 1196779 App 19-NOV-2003 Reg TMA632466 Reg 09-FEB-2005 09-FEB-2020	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
6.	CALL NORTH AMERICA	Registered App 715163 App 15-OCT-1992 Reg TMA430193 Reg 08-JUL-1994 08-JUL-2024	Primus Telecommunications Canada Inc.
7.	CALL25	Registered App 1233360 App 08-OCT-2004 Reg TMA644503 Reg 15-JUL-2005 15-JUL-2020	Primus Telecommunications Canada Inc.
8.	CLOSE CONNECTIONS	Registered App 725939 App 02-APR-1993 Reg TMA430020 Reg 01-JUL-1994 01-JUL-2024	Primus Telecommunications Canada Inc.
9.	COMPARE AND REWARD	Registered App 1157584 App 05-NOV-2002 Reg TMA603341 Reg 26-FEB-2004 26-FEB-2019	Primus Telecommunications Canada Inc.
10.	DATASAFE ADVANCED	Registered App 1217670 App 21-MAY-2004 Reg TMA771834 Reg 13-JUL-2010 13-JUL-2025	Primus Telecommunications Canada Inc.
11.	DATASAFE EXTRA SECURE	Registered App 1217678 App 21-MAY-2004 Reg TMA772550 Reg 21-JUL-2010 21-JUL-2025	Primus Telecommunications Canada Inc.
12.	DATASAFE SOLUTIONS	Registered App 1217679 App 21-MAY-2004 Reg TMA771636 Reg 12-JUL-2010 12-JUL-2025	Primus Telecommunications Canada Inc.
13.	DIME TIME	Registered App 866177 App 15-JAN-1998 Reg TMA510125 Reg 26-MAR-1999 26-MAR-2029	Primus Telecommunications Canada Inc.





No.	Trademark	Status	Owner Name
14.	EASYREACH COMMUNICATIONS	Registered App 843831 App 30-APR-1997 Reg TMA498070 Reg 30-JUL-1998 30-JUL-2028	Primus Telecommunications Canada Inc.
15.	ENTERPRISE DATASAFE	Registered App 1217677 App 21-MAY-2004 Reg TMA771757 Reg 13-JUL-2010 13-JUL-2025	Primus Telecommunications Canada Inc.
16.	ENTRE NOUS	Registered App 726790 App 15-APR-1993 Reg TMA436267 Reg 25-NOV-1994 25-NOV-2024	Primus Telecommunications Canada Inc.
17.	GLOBALSERVE	Registered App 798806 App 04-DEC-1995 Reg TMA468136 Reg 02-JAN-1997 02-JAN-2027	Primus Telecommunications Canada Inc.
18.	GO FOR MORE	Registered App 1245624 App 01-FEB-2005 Reg TMA658186 Reg 07-FEB-2006 07-FEB-2021	Primus Telecommunications Canada Inc.
19.	GUARDIEN TÉLÉMARKETING	Registered App 1361467 App 28-AUG-2007 Reg TMA749509 Reg 06-OCT-2009 06-OCT-2024	Primus Telecommunications Canada Inc.
20.	INTERNATIONAL SANS COMPROMIS	Registered App 1332066 App 19-JAN-2007 Reg TMA707426 Reg 14-FEB-2008 14-FEB-2023	Primus Telecommunications Canada Inc.
21.	IT'S YOUR CALL	Registered App 720540 App 13-JAN-1993 Reg TMA454966 Reg 08-MAR-1996 08-MAR-2026	Primus Telecommunications Canada Inc.


No.	Trademark	Status	Owner Name
22.	LINGO	Registered App 1225928 App 04-AUG-2004 Reg TMA836481 Reg 15-NOV-2012 15-NOV-2027	Primus Telecommunications Canada, Inc.
23.	LINGO & DESIGN 	Registered App 1228404 App 26-AUG-2004 Reg TMA777828 Reg 22-SEP-2010 22-SEP-2025	Primus Telecommunications Canada, Inc.
24.	LONDON TELECOM	Registered App 719836 App 04-JAN-1993 Reg TMA423877 Reg 25-FEB-1994 25-FEB-2024	Primus Telecommunications Canada Inc.
25.	LONDON TELECOM NETWORK	Registered App 719835 App 04-JAN-1993 Reg TMA423876 Reg 25-FEB-1994 25-FEB-2024	Primus Telecommunications Canada Inc.
26.	LONDON TELECOM NETWORK & DESIGN 	Registered App 789507 App 08-AUG-1995 Reg TMA465850 Reg 06-NOV-1996 06-NOV-2026	Primus Telecommunications Canada Inc.
27.	LONDON TELECOM NETWORK CANADA'S FLAT RATE LONG DISTANCE COMPANY & DESIGN 	Registered App 860690 App 05-NOV-1997 Reg TMA535474 Reg 23-OCT-2000 23-OCT-2030	Primus Telecommunications Canada Inc.
28.	MAGMA	Registered App 1329047 App 20-DEC-2006 Reg TMA733207 Reg 27-JAN-2009 27-JAN-2024	Primus Telecommunications Canada Inc.
29.	MAGMA & DESIGN 	Registered App 1329037 App 20-DEC-2006 Reg TMA733208 Reg 27-JAN-2009 27-JAN-2024	Primus Telecommunications Canada Inc.


No.	Trademark	Status	Owner Name
30.	MON PAYS	Registered App 839724 App 27-MAR-1997 Reg TMA492607 Reg 08-APR-1998 08-APR-2028	Primus Telecommunications Canada Inc.
31.	MORE \$15	Registered App 1308968 App 13-JUL-2006 Reg TMA693053 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
32.	MORE \$20	Registered App 1308964 App 13-JUL-2006 Reg TMA693052 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
33.	MORE \$25	Registered App 1308963 App 13-JUL-2006 Reg TMA693051 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
34.	MORE \$35	Registered App 1308961 App 13-JUL-2006 Reg TMA693050 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
35.	MORE ANYTIME	Registered App 1280917 App 25-NOV-2005 Reg TMA667323 Reg 11-JUL-2006 11-JUL-2021	Primus Telecommunications Canada Inc.
36.	MORE EVENINGS AND WEEKENDS	Registered App 1308959 App 13-JUL-2006 Reg TMA693480 Reg 03-AUG-2007 03-AUG-2022	Primus Telecommunications Canada Inc.
37.	MY COUNTRY	Registered App 839725 App 19-MAR-1997 Reg TMA501131 Reg 24-SEP-1998 24-SEP-2028	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
38.	MY TALKBROADBAND	Registered App 1247992 App 21-FEB-2005 Reg TMA654488 Reg 06-DEC-2005 06-DEC-2020	Primus Telecommunications Canada Inc.
39.	NOUS SOMMES TOUJOURS À L'ÉCOUTE	Registered App 807721 App 20-MAR-1996 Reg TMA490172 Reg 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.
40.	OBTENEZ-EN PLUS	Registered App 1332063 App 19-JAN-2007 Reg TMA706434 Reg 04-FEB-2008 04-FEB-2023	Primus Telecommunications Canada Inc.
41.	ONE & ALL	Registered App 766046 App 13-OCT-1994 Reg TMA447160 Reg 01-SEP-1995 01-SEP-2025	PRIMUS TELECOMMUNICATIONS CANADA, INC.
42.	PARLEZ HAUTE VITESSE	Registered App 1209715 App 15-MAR-2004 Reg TMA655193 Reg 15-DEC-2005 15-DEC-2020	Primus Telecommunications Canada Inc.
43.	PLUS! 15\$	Registered App 1308957 App 13-JUL-2006 Reg TMA692862 Reg 27-JUL-2007 27-JUL-2022	Primus Telecommunications Canada Inc.
44.	PLUS! 20\$	Registered App 1308958 App 13-JUL-2006 Reg TMA693049 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
45.	PLUS! 25\$	Registered App 1308956 App 13-JUL-2006 Reg TMA693048 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
46.	PLUS! 35\$	Registered App 1308954 App 13-JUL-2006 Reg TMA693047 Reg 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
47.	PLUS! EN TOUT TEMPS	Registered App 1280918 App 25-NOV-2005 Reg TMA674864 Reg 13-OCT-2006 13-OCT-2021	Primus Telecommunications Canada Inc.
48.	PLUS! SOIR ET LE WEEKEND	Registered App 1308952 App 13-JUL-2006 Reg TMA694494 Reg 22-AUG-2007 22-AUG-2022	Primus Telecommunications Canada Inc.
49.	PRIMUS	Registered App 1102123 App 07-MAY-2001 Reg TMA734586 Reg 17-FEB-2009 17-FEB-2024	Primus Telecommunications Canada, Inc.
50.	PRIMUS & DESIGN 	Registered App 1102122 App 07-MAY-2001 Reg TMA734585 Reg 17-FEB-2009 17-FEB-2024	Primus Telecommunications Canada, Inc.
51.	PRIMUS ANYTIME CONFERENCING SERVICES	Registered App 1179941 App 11-JUN-2003 Reg TMA717051 Reg 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
52.	PRIMUS ANYTIME PLUS CONFERENCING SERVICES	Registered App 1179938 App 11-JUN-2003 Reg TMA717052 Reg 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
53.	PRIMUS CONFERENCING SERVICES	Registered App 1179935 App 11-JUN-2003 Reg TMA717053 Reg 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.

No.	Trademark	Status	Owner Name
54.	PRIMUS E-CARE	Registered App 1196295 App 14-NOV-2003 Reg TMA717117 Reg 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
55.	PRIMUS Logo 	Searched (Pending) App 1715368 App 13-FEB-2015	PRIMUS TELECOMMUNICATIONS CANADA INC.
56.	PRIMUS METRO	Allowed (Pending) App 1510289 App 06-JAN-2011	Primus Telecommunications Canada, Inc.
57.	PRIMUS METRO FIBRE	Allowed (Pending) App 1510288 App 06-JAN-2011	Primus Telecommunications Canada, Inc.
58.	PRIMUS MORE SHARING	Registered App 1251950 App 24-MAR-2005 Reg TMA659883 Reg 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada, Inc.
59.	PRIMUS ONETIME CONFERENCING SERVICES	Registered App 1179942 App 11-JUN-2003 Reg TMA717050 Reg 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
60.	PRIMUS PARTAGE-PLUS	Registered App 1251951 App 24-MAR-2005 Reg TMA659890 Reg 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada, Inc.
61.	PRIMUS WEBWORKS	Registered App 1337368 App 28-FEB-2007 Reg TMA714060 Reg 09-MAY-2008 09-MAY-2023	Primus Telecommunications Canada, Inc.
62.	PRIMUS WIRELESS - LONG DISTANCE FOR LESS	Registered App 1308949 App 13-JUL-2006 Reg TMA796694 Reg 05-MAY-2011 05-MAY-2026	Primus Telecommunications Canada, Inc.

No.	Trademark	Status	Owner Name
63.	PRIMUSCLOUD	Registered App 1553512 App 23-NOV-2011 Reg TMA889158 Reg 31-OCT-2014 31-OCT-2029	Primus Telecommunications Canada, Inc.
64.	PTGI	Registered App 1534571 App 06-JUL-2011 Reg TMA878044 Reg 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.
65.	PTGI & Design 	Registered App 1534570 App 06-JUL-2011 Reg TMA878039 Reg 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.
66.	RAPIDRETRIEVE	Registered App 1461311 App 02-DEC-2009 Reg TMA779692 Reg 13-OCT-2010 13-OCT-2025	Primus Telecommunications Canada Inc.
67.	SERVICE ELECTRONIQUE PRIMUS	Registered App 1209720 App 15-MAR-2004 Reg TMA703132 Reg 14-DEC-2007 14-DEC-2022	Primus Telecommunications Canada, Inc.
68.	SERVICE ELECTRONIQUE WIN-TEL	Registered App 1209724 App 15-MAR-2004 Reg TMA642557 Reg 20-JUN-2005 20-JUN-2020	Primus Telecommunications Canada Inc.
69.	TALKBROADBAND	Registered App 1203001 App 08-JAN-2004 Reg TMA635039 Reg 11-MAR-2005 11-MAR-2020	Primus Telecommunications Canada Inc.
70.	TELE-FRIEND	Registered App 734181 App 03-AUG-1993 Reg TMA436619 Reg 02-DEC-1994 02-DEC-2024	Primus Telecommunications Canada Inc.



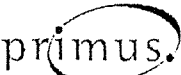

No.	Trademark	Status	Owner Name
71.	TELEMARKETING GUARD	Registered App 1361460 App 28-AUG-2007 Reg TMA749510 Reg 06-OCT-2009 06-OCT-2024	Primus Telecommunications Canada Inc.
72.	THE LONDON TELECOM GROUP & DESIGN  The London Telecom Group	Registered App 860691 App 05-NOV-1997 Reg TMA504990 Reg 03-DEC-1998 03-DEC-2028	Primus Telecommunications Canada Inc.
73.	TOUJOURS À L'ÉCOUTE	Registered App 807720 App 20-MAR-1996 Reg TMA490173 Reg 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.
74.	TRULY INTERNATIONAL	Registered App 1332067 App 19-JAN-2007 Reg TMA714001 Reg 09-MAY-2008 09-MAY-2023	Primus Telecommunications Canada Inc.
75.	TRULY UNLIMITED CANADA	Registered App 1251125 App 18-MAR-2005 Reg TMA659832 Reg 28-FEB-2006 28-FEB-2021	Primus Telecommunications Canada Inc.
76.	TRULY UNLIMITED NORTH AMERICA	Registered App 1251124 App 18-MAR-2005 Reg TMA659969 Reg 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada Inc.
77.	WEBWORKS	Registered App 1337367 App 28-FEB-2007 Reg TMA806594 Reg 13-SEP-2011 13-SEP-2026	Primus Telecommunications Canada, Inc.
78.	WIN-TEL	Registered App 1209722 App 15-MAR-2004 Reg TMA630061 Reg 12-JAN-2005 12-JAN-2020	Primus Telecommunications Canada Inc.



No.	Trademark	Status	Owner Name
79.	WIN-TEL E-CARE	Registered App 1209723 App 15-MAR-2004 Reg TMA691794 Reg 11-JUL-2007 11-JUL-2022	Primus Telecommunications Canada Inc.
80.	YOU TALK WE LISTEN	Registered App 801885 App 16-JAN-1996 Reg TMA490124 Reg 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.

Trademarks (United States)

No.	Trademark	Status	Owner Name
1.	GLOBETALK  GLOBETALK	Registered App 78962106 App 28-AUG-2006 Reg 3342159 Reg 20-NOV-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
2.	LINGO 	Registered App 78977825 App 21-APR-2004 Reg 3218986 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
3.	LINGO  LINGO	Registered App 78977679 App 20-APR-2004 Reg 3218984 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
4.	LINGO GO TALK 	Registered App 85117662 App 27-AUG-2010 Reg 4058477 Reg 22-NOV-2011	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
5.	LINGO UNWIRED  LINGO UNWIRED	Registered App 77263081 App 23-AUG-2007 Reg 3525312 Reg 28-OCT-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
6.	LINGO WORLD MAX  Lingo World Max	Registered App 77849715 App 15-OCT-2009 Reg 3802557 Reg 15-JUN-2010	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

No.	Trademark	Status	Owner Name
7.	PRIMUS 	Pending Section 44(D) Intent to Use App 86542551 App 23-FEB-2015	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
8.	PRIMUS 	Renewed (Registered) App 76160682 App 07-NOV-2000 Reg 2679710 Reg 28-JAN-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
9.	PRIMUS 	Renewed (Registered) App 76160684 App 07-NOV-2000 Reg 2694591 Reg 11-MAR-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
10.	PRIMUS	Renewed (Registered) App 75171651 App 25-SEP-1996 Reg 2194625 Reg 13-OCT-1998	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
11.	PTGI 	Registered App 85173203 App 10-NOV-2010 Reg 4226291 Reg 16-OCT-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
12.	PTGI PTGi	Registered App 85172714 App 09-NOV-2010 Reg 4195302 Reg 21-AUG-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
13.	PTGI ICS PTGi ICS	Published (Pending) Intent to Use App 85849981 App 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
14.	PTGI INTERNATIONAL CARRIER SERVICES PTGi International Carrier Services	Published (Pending) Intent to Use App 85849967 App 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
15.	TALK 365 TALK 365	Registered App 77232455 App 18-JUL-2007 Reg 3401267 Reg 25-MAR-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

No.	Trademark	Status	Owner Name
16.	TELEGROUP	Renewed (Registered) App 74692511 App 23-JUN-1995 Reg 2048650 Reg 01-APR-1997	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

PRIMUS TELECOMMUNICATIONS CANADA INC.  
INTERNATIONAL MARKS

Country	Mark / Class	App. / Reg. No.	Status
AUSTRALIA	ARBINET-THEXCHANGE Class 36	843662	Registered July 24, 2000. Renewal due July 24, 2020.
AUSTRALIA	GLOBE-NET PRO Class 35 & 38	738221	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	GLOBE TALK PRO Class 35 & 38	738234	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	GROUPTALK Class 35 & 38	739738	Registered July 23, 1997. Renewal due July 23, 2017.
AUSTRALIA	INFINITY Class 35 & 38	845800	Registered Aug. 10, 2000. Renewal filed 4/22/2010. Next renewal due Aug. 10, 2020
AUSTRALIA	JET STREAM Class 38	815282	Registered Nov. 26, 1999. Renewal due Nov. 26, 2019.
AUSTRALIA	LINGOHEADS Class 42	1221930	Registered 1/30/2008. Renewal due Jan. 30, 2018.
AUSTRALIA	MPRIMUS Class 9, 16, 35, 38, 42	837877	Registered Jun. 5, 2000. Renewal filed 4/22/2010. Next renewal due June 5, 2020.
AUSTRALIA	PRIMETALK Class 9, 16, 35, 38	764067	Registered 6/5/1998. Renewal due June 5, 2018.
AUSTRALIA	PRIMUS Class 35, 38, 42	869202	Registered 3/14/2001. Renewed 3/3/2011. Renewal due March 14, 2021.
AUSTRALIA	PRIMUS Class 9, 16, 35, 38	725781	Registered Jan. 15, 1997. Renewal due Jan. 15, 2017.
AUSTRALIA	PRIMUS & Design Class 38, 42	870382	Registered 3/23/2001. Renewed 3/3/2011. Renewal due March 23, 2021.
AUSTRALIA	PRIMUS FORUM Class 35, 38	739736	Registered 7/23/1997. Renewal due July 23, 2017.
AUSTRALIA	PRIMUS TELECOM Class 35, 38	738232	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	PRIMUS TELECOMMUNICATIONS, INC. & Design Class 9, 16, 35, 38	725780	Registered Jan. 15, 1997. Renewal due Jan. 15, 2017.
AUSTRALIA	PUT A SMILE ON YOUR DIAL Class 9, 16, 35, 38, 42	838216	Registered June 7, 2000. Renewal filed 4/22/2010. Next renewal due June 7, 2020
AUSTRALIA	SPEEDWAY Class 38	850506	Registered Sep. 15, 2000. Renewal filed 4/22/2010. Next renewal due Sept. 15, 2020.
AUSTRALIA	TELEGROUP GLOBAL ACCESS Class 38	744934	Registered 9/26/1997. Renewal due Sept. 26, 2017.
AUSTRALIA	TELEGROUP INTELLIGENT GLOBAL NETWORK Class 38	744935	Registered 9/26/1997. Renewal due Sept. 26, 2017.
AUSTRALIA	THE MORE MOBILE	837878	Registered June 5, 2000. Renewal filed

Country	Mark / Class	App. / Reg. No.	Status
	MOBILE SERVICE Class 9, 16, 35, 38, 42		4/22/2010. Next renewal due June 5, 2020.
AUSTRALIA	THE SPEED YOU NEED Class 9, 16, 35, 38	836003	Registered May 23, 2000. Renewal filed 4/22/2010. Next renewal due May 23, 2020.
AUSTRIA	PRIMUS Class 38	202119	Registered Feb. 14, 2002. Renewal due Feb. 28, 2022. Renew & change name to Primus Telecommunications IHC, Inc. – per A. Mancuso's email of 1/20/2012. Renewal filed 1/2012 – renewed thru 2/28/2022; name change filed 2/2012; granted 3/8/2012 per Austrian counsel.  Assignment to Primus Telecommunications Canada Inc. recorded in Austria IP Office 11/7/2013.
BENELUX	PRIMUS Class 38	200260	Registered June 19, 1998. Renewal due June 19, 2018.  Assignment to Primus Telecommunications Canada Inc. recorded at Benelux IP Registry 9/26/2013.
BENELUX	TELEGROUP SPECTRA Class 38	0627998	Registered April 8, 1998. Renewal due April 8, 2018.  Assignment to Primus Telecommunications Canada Inc. recorded at Benelux IP Registry 10/8/2013.
BRAZIL	PRIMUS Class 42	823886417	Registered Dec. 9, 2008. Renewal due 12/9/2018.
BRAZIL	PRIMUS & Design Class 38	823886654	Registered Dec. 9, 2008. Renewal due 12/9/2018.
BRAZIL	PRIMUS & Design Class 38	821737830	Filed Oct. 21, 1999. Registered 11/22/2011, renewal due 11/22/2021.
BRAZIL	PRIMUS & Design Class 42	823886670	Registered Dec. 9, 2008. Renewal due 12/9/2018.
DENMARK	PRIMUS Class 38	VR200200464	Registered Feb. 7, 2002. Renewed Feb. 2012. Registration expires Feb. 7, 2022.  Assignment to Primus Telecommunications Canada Inc. recorded at Denmark IP Office 8/22/2013.
EUROPEAN COMMUNITY	GLOBE-TALK Class 38	000570168	Registered Dec. 7, 1998. Renewal due Sep. 22, 2017.  Assignment filed 7/30/2013 to Primus Telecommunications Canada Inc. – recorded by OHIM on 7/30/2013 at File No. T 007665253.
EUROPEAN COMMUNITY	PRIMUS Classes 16 & 36	3920899	Registration expires June 30, 2014. Per Jill Schatz' email of 6/20/2014, renew this mark. Renewal application filed 6/20/2014, granted 6/22/2014, next renewal due 6/30/2024.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN	PTGi International Carrier	011578887	Application filed Feb. 15, 2013 based on U.S.

Country	Mark / Class	App. / Reg. No.	Status
COMMUNITY	Services Class 36, 38 & 42		app. (85/849967) filed 2/14/2013. Published in Official Bulletin 4/4/2013. Registered 7/12/2013, renewal due 2/15/2023.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN COMMUNITY	PTGi ICS Class 36, 38 & 42	011579158	Registered 8/2/2014. Renewal due 2/15/2023. Application filed Feb. 15, 2013 based on U.S. app. (85/849981) filed 2/14/2013. Published in Official Bulletin 4/4/2013. Opposition filed by Iglesias Castor – not pursued.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN COMMUNITY	TELEGROUP Class 9, 38, 42	000762963	Registered Aug. 17, 1999. Expires March 3, 2018.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
FRANCE	PRIMUS Class 38	013138114	Registered June 19, 1998. Renewal due June 19, 2018.
ITALY	PRIMUS Class 38	1330084	Filed Jan. 24, 2008. Registered Aug. 19, 2010. Renewal due June 19, 2018.
MALAYSIA	PRIMUS Class 38	01003963	Registered 3/29/2001. Renewal due 3/29/2011 – late renewal filed 1/17/2012; granted thru 3/29/2021.  Assignment to Primus Telecommunications Canada Inc. filed 9/12/2013. Recorded at Malaysian TM Office 5/14/2015.  Name change (to Primus Telecommunications IHC, Inc.) & address change filed 1/17/2012 – recorded at Malaysian TM Office 11/22/2012.
NEW ZEALAND	PRIMUS Class 42	633961	Registered Sep. 20, 2001. Renewal due March 14, 2018.
NEW ZEALAND	PRIMUS & Design Class 42	633963	Registered Sep. 20, 2001. Renewal due Nov. 7, 2017.
NEW ZEALAND	PRIMUS MORE THAN JUST TALK Class 42	633965	Registered Sep. 20, 2001. Renewal due Nov. 7, 2017.
SINGAPORE	PRIMUS Class 38	T01/03647Z	Registered March 15, 2001. Renewal due March 15, 2021.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS Class 42	T01/03648H	Registered March 15, 2001. Renewal due March 15, 2021.  Assignment recorded in Singapore

Country	Mark / Class	App. / Reg. No.	Status
			Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS & Design Class 38	T01/3653D	Registered Nov. 7, 2000. Renewal due Nov. 7, 2020.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS & Design Class 42	T01/03654B	Registered Nov. 7, 2000. Renewal due Nov. 7, 2020.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SPAIN	PRIMUS Class 38	2431177	Registered Oct. 17, 2001. Renewal app. filed 10/4/2011, accepted 11/11/2011 – granted thru 10/17/2021; name change/correction of spelling & address change also filed 10/4/2011 – recorded 11/11/2011.  Assignment to Primus Telecommunications Canada Inc. recorded in Spain IP Office 11/29/2013.
SWITZERLAND	GLOBE-TALK Class 38	459298	Registered March 4, 1999. Renewal due Sep. 9, 2018.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS Class 38	466980	Registered Sep. 23, 1999. Renewal filed 1/27/2010 by A.W. Metz & Co., granted 1/28/2010. Second renewal due 9/23/2019.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS Class 38 & 42	491948	Registered March 22, 2001. Renewal filed January 2011. Renewal due March 22, 2021.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS & Design Class 38 & 42	491972	Registered March 22, 2001. Renewal filed January 2011. Renewal due March 22, 2021.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.

## Domain Names

104real.com	310cool.com	accglobal.net	acctel.net
arvotek.net	broadbandvoice.ca	broadbandvoiceservice.ca	buylingo.biz
buylingo.ca	buylingo.net	buylingo.us	calllingo.com
calllingo.us	callprimus.ca	capitalnet.com	centtel.com
checkyourvoip.ca	clicklingo.biz	clicklingo.ca	clicklingo.net
clicklingo.us	connectiontester.com	coolminute.com	coolminute.us
coolminutes.com	daphone.ca	digitalselect.net	discusslingo.us
dolingo.ca	dsdial.net	dsl.ca	echo-on.net
emailme.ca	eol.ca	ess-web.com	esswebservices.com
extendedlan.com	filesite.com	freebetel.com	ftn.net
getlingo.biz	getlingo.ca	getlingo.us	getlingobiz.com
getprimus.com	getprimus.us	getprimusathome.com	globalserve.com
globalserve.net	globe-talk.com	globetalk.us	globetalkresource.com
globetalkresources.com	globility.ca	globility.com	globility.net
go4mor.ca	go4more.com	goformore.ca	goformore.mobi
gtandroidapp.com	gtbbapp.com	hbcinternet.ca	hmnet.ca
hmnet.net	hmnettech.com	hpbxottawa.com	ican.ca
ican.net	ilingocloud.com	infinity.net	interlynx.ca
interlynx.net	intranet.ca	io.org	ionsys.ca
ipprimus.ca	ipprimus.com	iprimus.ca	iprimus.com
iprimus.net	iprimuscloud.com	knowitall.ca	koolminute.com
koolminute.us	koolminutes.com	kreative.net	learning-centre.com
lingo.com	lingoaffiliate.com	lingoaffiliate.us	lingoandroidapp.com
lingobbapp.com	lingobiz.com	lingoblogs.com	lingobroadbandphone.com
lingobroadbandphone.us	lingobusiness.us	lingocallchina.com	lingocallingplans.us
lingocallkorea.com	lingocommunity.us	lingodiscussions.us	lingoforbusiness.us
lingoforums.us	lingoheads.com	lingoinc.net	lingoinc.us
lingoinstallation.com	lingoinstallation.net	lingointernetphone.us	lingointl.com
lingokorea.com	lingomobileandroidapp.com	lingomobilebbapp.com	lingonews.com
lingopromos.com	lingoreferrals.us	lingoretail.com	lingoretail.us
lingorocks.com	lingorocks.net	lingosmallbusiness.us	lingosmarttalk.com
lingosupport.com	lingosupport.us	lingotroubleshooting.com	lingotroubleshooting.net
lingounlimited.us	lingoworldmax.com	lingoworldmax.net	lingoworldwide.us
londontelecom.ca	londontelecom.com	ltgroup.com	ltn.ca
m6user.com	m6usergroup.com	magma.ca	magma.net
magma.com	mipps.ca	mipps.com	mipps.net
miprimus.biz	miprimus.ca	miprimus.com	miprimus.net
miprimus.org	miprimus.us	monprimus.ca	monprimus.mobi
myglobetalk.com	myprimus.biz	myprimus.ca	myprimus.mobi
myprimus.net	myprimus.us	myprimusdomain.us	myprimusmail.ca
myprimuswireless.biz	myprimuswireless.com	myprimuswireless.net	myprimuswireless.us
netcore.ca	onramp.ca	onrampcanada.com	onrampcanada.net
onrampcanada.org	orderlingo.biz	orderlingo.ca	orderlingo.com
orderlingo.net	orderlingo.us	passport.ca	pbwhighvoltage.com
pbwutilities.com	phonecardmiles.ca	planeteer.ca	planeteer.com
planetess.com	planetess.org	planettalk.us	primus.ca
primus2.ca	primusaffaires.ca	primusaffaires.com	primusathome.com
primusathome.us	primusbiz.ca	primusbiz.com	primusbiz.us
primusbundle.ca	primusbundelite.ca	primusbundles.ca	primusbusiness.biz
primusbusiness.ca	primusbusiness.com	primusbusiness.net	primusbusiness.org
primuscanada.ca	primus-canada.com	primuscanada.info	primuscanada.mobi
primuscanada.net	primus-canada.net	primuscanada.org	primus-canada.org
primuscarrier.com	primuscloud.ca	primuscloud.net	primuscloud.org
primusco.com	primusco.com	primusco.com	primusco.com
primuscolo.com	primusco.com	primusco.com	primusco.com
primusconnect.us	primusconsumer.com	primusdsl.net	primusdsl.us
primusfiber.ca	primusfiber.com	primusfibre.ca	primushelp.com
primushelp.us	primushome.ca	primushome.net	primushomephone.ca
primushomephone.com	primushost.ca	primushost.com	primushost.net

primushost.us	primushostedpbx.ca	primushpbx.ca	primushpbx.com
primusicm.com	primusicm.us	primusinfo.ca	primusip.ca
primusip.com	primusld.com	primusld.us	primuslearn.com
primuslink.com	primuslocal.ca		
primusmail.ca	primusmeetingcenter.com	primusmeetingcenter.us	primusmetro.ca
primusmetro.com	primusmetrofiber.ca	primusmetrofiber.com	primusmetrofibre.ca
primusmobile.biz	primusmobile.ca	primusmobile.com	primusmobile.mobi
primusmobile.net	primusmobile.us	primusmobileblows.ca	primusmobilesucks.ca
primusnet.ca	primusoffer.ca	primusonline.ca	primuspbs.com
primusprofessionalservices.com	primusreg.us	primusresidential.com	primusresidential.us
primusresidentialservices.com	primusresidentialservices.us	primussans-fil.ca	primussoftphone.com
primusstars.ca	primusstars.com	primussupport.com	primustel.biz
primustel.ca	primustel.com	primustel.mobi	primustel.tv
primustel.us	primustelecom.ca	primustel-services.com	primustv.ca
primustv.com	primustv.net	primusvideo.ca	primusvideo.com
primusvideo.net	primusvoip.ca	primusvoip.com	primusvoip.net
primusvoip.org	primusvoip.us	primuswatch.ca	primuswebmail.ca
primuswholesale.ca	primus-wholesale.com	primuswholesale.net	primuswholesaleoutsourcing.com
primuswireless.ca	primuswireless.com	primuswireless.mobi	primus-wireless.us
primuswirelessblows.ca	primuswirelessucks.ca	primusworkz.com	primusxtension.com
primusxtension.us	ptgi.ca	ptgi.com	ptgicloud.com
ptgimetro.com	ptgimetrofiber.com	ptgithexchange.com	ptgithexchange.net
ptgithexchange.org	savewithlingo.com	sentinelledutelemarketing.ca	sentinelledutelemarketing.com
sentinelledutelemarketing.net	sipservice.ca	smarrtalkmobile.com	socialpbx.com
socialpbx.net	socialpbx.org	talkaboutlingo.us	talkbb.ca
talkbroadband.ca	talkbroadband.mobi	telegroup.com	telemarketerguard.ca
telemarketerguard.com	telemarketerguard.net	telemarketguard.ca	telemarketguard.com
telemarketguard.net	telemarketingguard.ca	telemarketingguard.com	telemarketingguard.net
ten4real.com	ten4realresource.com	ten4realresources.com	tenforreal.com
tenfourreal.com	terraport.net	testlingo.biz	testlingo.ca
testlingo.com	testlingo.net	testlingo.us	testprimus.us
torontocopper.net	transparentlan.net	trylingo.biz	trylingo.ca
trylingo.com	trylingo.net	ulix.net	unlimitel.ca
unlimitelfans.ca	unlimitelfans.com	unlimitelfax.com	uselingo.biz
uselingo.ca	uselingo.com	uselingo.net	uselingo.us
velocet.ca	velocet.com	velocet.net	velocet.org
voiceservices.ca	voipprimus.ca	voipprimus.com	voip-provider.ca
voyageurs.net	wincom.ca	wincom.net	wincom.on.ca
wintel.ca	win-tel.ca	win-tel.mobi	wintelcomm.ca
win-telcomm.ca	wintelcommunications.com	wiznet.ca	wtel.ca



## Toll-Free Telephone Numbers

Toll Free #	Termination #	Term Type:	Term Location
8002244252	5067376405	DID	Vancouver
8002264884	8002264884	DNIS	Dundas
8002467269	8711	DNIS	EDM
8002501288	4162077600	DID	Toronto
8002625417	8002625417	DNIS	Toronto
8002633054	6046302621	DID	Vancouver
8002635543	3994	DNIS	EDM
8002652746	3252	DNIS	Toronto
8002653600	3921	DNIS	EDM
8003039616	4162077627	DID	Toronto
8003214028	4162363636	DID	Toronto
8003332107	7038572274	DID	Toronto
8003404918	2002	DNIS	EDM
8003404919	5067375965	DID	EDM
8003404920	3996	DNIS	EDM
8003406790	8712	DNIS	EDM
8003406791	3905	DNIS	EDM
8003406792	3906	DNIS	EDM
8003406793	3909	DNIS	ED/Van
8003406794	3908	DNIS	EDM
8003633528	3752	DNIS	Dundas
8003651601	2519	DNIS	Toronto
8003700015	2514	DNIS	Toronto
8003857222	3922	DNIS	EDM
8003870005	3923	DNIS	EDM
8004222351	3924	DNIS	EDM
8004333325	3702	DNIS	EDM
8004442817	8004442817	DNIS	Dundas
8004492255	3950	DNIS	EDM
8004504809	4163598830	DID	Toronto
8004590567	3029	DNIS	Toronto
8004708786	2518	DNIS	Toronto
8004871184	3925	DNIS	EDM
8004903536	3598	DNIS	EDM
8004944884	8004944884	DNIS	Dundas
8004949222	8710	DNIS	EDM
8005065552	2801	DNIS	Toronto
8005143733	3253	DNIS	Toronto
8005378968	3395	DNIS	EDM

8005469756	4163691604	DID	Toronto
8005654708	3997	DNIS	EDM
8005673692	3998	DNIS	EDM
8005752266	3231	DNIS	EDM
8005752277	3277/3003	DNIS	EDM
8005753000	3031	DNIS	EDM
8005755511	3193	DNIS	EDM
8005755533	3200	DNIS	EDM
8005938555	6048910840	DID	VAN
8006076572	6132884405	DID	Dundas
8006130413	3068	DNIS	Dundas
8006336211	3000	DNIS	Edmundston
8006355538	4162077151	DID	Dundas
8006615110	2003	DID	Dundas
8006655691	3969	DNIS	EDM
8006702266	4162363636	DID	Dundas
8006702266	3232	DNIS	EDM
8006702277	3278	DNIS	EDM
8006706000	4162077600	DNIS	EDM
8006889733	3995	DNIS	VAN / ED
8007334072	3095	DNIS	EDM
8007618226	4162077178	DID	Toronto
8007657875	8007657875	DNIS	Dundas
8007894226	2515	DNIS	Toronto
8007902277	3279	DNIS	EDM
8007903273	3307	DNIS	EDM
8007906000	3083	DNIS	EDM
8007907000	3172	DNIS	EDM
8007909999	13	DID	Toronto
8008062275	1001		Toronto
8008062665	1002		Toronto
8008063000	3085	DNIS	EDM
8008063273	3995	DNIS	ED
8008065000	4162077600	VOIP	EDM
8008067000	3730	DNIS	Dundas
8008119877	4162363600	DID	Toronto
8008304000	4162077600		Toronto
8008305511	3197/7197	DNIS	EDM
8008305522	3167	DNIS	EDM
8008305533	4162077600	DNIS	EDM
8008306688	3130	DNIS	EDM

8008306888	4162077600	DNIS	EDM
8008334004	3540	DNIS	EDM
8008906965	3028	DNIS	Toronto
8009007567	4168551563	DID	Toronto
8009080086	2622	DNIS	Toronto
8009571177	3272	DNIS/DID	ED/Van
8009572265	3254	DNIS	Toronto
8009572277	6136562979	DID	Dundas
8009572665	6136881904	DID	Magma
8009573000	3070	DNIS	EDM
8009577000	3074	DNIS	EDM
8009582266	Magma_Inside Sales Transfer	DNIS	Toronto
8009582275	7175	DNIS	EDM
8009583000	4162386433	DNIS	EDM
8009585000	4162386109	DID	Dundas
8009585566	3219	DNIS	EDM
8009586000	4162077600	DNIS	EDM
8009587000	4162077600	DNIS	EDM
8009611177	3444	DNIS	Dundas
8009611234	2103	DNIS	DUNDAS
8009612277	8009612277	DNIS	EDM
8009663541	2604	DNIS	Toronto
8009702265	3247/3003	DNIS	EDM
8009702277	3285	DNIS	EDM
8009706000	3002	DNIS	Dundas
8009787595	3907	DNIS	EDM
8009864668	4162077165	DID	Toronto
8009913273	3255	DNIS	Toronto
8009914000	3297/7111	DNIS	EDM
8009915000	3732	DNIS	Toronto
8447506777	i3	DNIS	i3
8556440544	8556440544		
8662195701	3053	DNIS	EDM
8662195702	3054	DNIS	EDM
8662195703	3055	DNIS	EDM
8662195704	3372	DNIS	EDM
8662195705	3345	DNIS	EDM
8662195706	3728	DNIS	Toronto
8662195707	3729	DNIS	Toronto
8662195707	2106	DNIS	Dundas
8662195708	3343	DNIS	EDM

8662220730	3040/7040	DNIS	EDM
8662220760	6136561643	DID	Dundas
8662240157	3347	DNIS	EDM
8662240405	3192	DNIS	EDM
8662240406	3186	DNIS	EDM
8662240407	3201	DNIS	EDM
8662240408	3202	DNIS	EDM
8662240409	3203	DNIS	EDM
8662240410	3204	DNIS	EDM
8662240411	3205	DNIS	EDM
8662240412	3206	DNIS	EDM
8662240413	3207	DNIS	EDM
8662240414	3208	DNIS	EDM
8662240415	3209	DNIS	EDM
8662240417	3210	DNIS	EDM
8662240657	3348	DNIS	EDM
8662243793	3349	DNIS	EDM
8662244645	3350	DNIS	EDM
8662244865	3351	DNIS	EDM
8662246047	3352	DNIS	EDM
8662248245	3353	DNIS	EDM
8662248521	3354	DNIS	EDM
8662248979	3355	DNIS	EDM
8662249043	3356	DNIS	EDM
8662275317	3440	DNIS	Toronto
8662288924	3250	DNIS	Toronto
8662288926	6132884417		Dundas
8662288926	2403	DNIS	Dundas
8662288927	13	DID	Vancouver
8662288928	4165071647	DID	Dundas
8662290384	4168556996	DID	Toronto
8662343966	2701	DNIS	Toronto
8662343967	2102	DNIS	Toronto
8662343968	6132884436	DID	Toronto
8662410621	3618	DNIS	EDM
8662410692	3434	DNIS	EDM
8662410704	3619	DNIS	EDM
8662410843	3435	DNIS	EDM
8662410954	3620	DNIS	EDM
8662411248	3436	DNIS	EDM
8662411374	3621	DNIS	EDM

8662412119	4162077618	DID	Dundas
8662412318	3622	DNIS	EDM
8662412353	6046460912	DID	VAN
8662501289	4166483236	DID	Dundas
8662518571	3009	DNIS	EDM
8662518572	3010	DNIS	EDM
8662518573	8662518573	DNIS	EDM
8662518574	3012	DNIS	EDM
8662518575	3013	DNIS	EDM
8662518576	3050	DNIS	EDM
8662518577	3051	DNIS	EDM
8662518578	3052	DNIS	EDM
8662529887	6136563411	DID	London
8662529888	4168553205	DID	London
8662529889	5194341962	DID	London
8662529890	3357	DNIS	EDM
8662529891	3358	DNIS	EDM
8662529892	3359	DNIS	EDM
8662529893	3360	DNIS	EDM
8662529894	3361	DNIS	EDM
8662529895	13	DID	Dundas
8662529896	3753	DNIS	Dundas
8662614211	5192664211	DID	LONDON
8662617496	5192664224	DID	LONDON
8662643965	4162077767	DID	Toronto
8662738145	2618	DNIS	Toronto
8662738873	3170	DNIS	Toronto
8662800030	6136881905	DID	Magma
8662801880	3733	DNIS	Toronto
8662857353	8662857353	DNIS	Dundas
8662872503	8662872503	DNIS	Dundas
8662928807	3004	DNIS	EDM
8662974203	4162387239	DID	LONDON
8663082220	4166446194	DNIS	Toronto
8663120651	8663120651	DNIS	Dundas
8663177348	3005	DNIS	EDM
8663177349	3006	DNIS	EDM
8663177350	3008	DNIS	EDM
8663238851	2436	DNIS	Toronto
8663238852	3541	DNIS	EDM
8663238853	3542	DNIS	EDM

8663238854	3543	DNIS	EDM
8663238855	3544	DNIS	EDM
8663238856	3545	DNIS	EDM
8663238857	3546	DNIS	EDM
8663238858	3547	DNIS	EDM
8663238859	3168	DNIS	VAN
8663376255	3599	DNIS	EDM
8663476592	3322	DNIS	EDM
8663476593	3323	DNIS	EDM
8663476595	3324	DNIS	EDM
8663476596	3362	DNIS	EDM
8663476597	3363	DNIS	EDM
8663476598	3325	DNIS	EDM
8663476599	3364	DNIS	EDM
8663476601	3365	DNIS	EDM
8663476602	3366	DNIS	EDM
8663476603	3326	DNIS	EDM
8663488591	4162077123	DID	Toronto
8663530363			Dundas
8663583032	6136271129	DID	Dundas
8663593034	4162073049	DID	Dundas
8663593036	6046302586	DID	Dundas
8663593037	4162073047	DID	Dundas
8663593046	4162077073	DID	Dundas
8663675434	3966	DNIS	EDM
8663675435	3967	DNIS	EDM
8663675438	3968	DNIS	EDM
8663675440	3969	DNIS	EDM
8663675441	3970	DNIS	EDM
8663682220	3221	DNIS	Toronto
8663757746	8663757746	DID	Dundas
8663773042	4162078748	DID	Dundas
8663893047	4162073367	DID	Dundas
8663954225	3231	DNIS	Toronto
8663954226	3232	DNIS	Toronto
8663954227	3233	DNIS	Toronto
8663954229	3234	DNIS	Toronto
8663954230	3235	DNIS	Toronto
8663954231	3236	DNIS	Toronto
8663954232	3237	DNIS	Toronto
8663954233	3238	DNIS	Toronto

8663954271	3239	DNIS	Toronto
8663954309	3240	DNIS	Toronto
8663954310	3419	DNIS	Dundas
8663954311	3391	DNIS	Dundas
8663954312	2261	DNIS	Dundas
8663954313	AREA SPLITS	4162074643 4162074644	Dundas, Montreal, Vancouver & London
8663954314	AREA SPLITS	4162074643 4162074644	Dundas, Montreal, Vancouver & London
8663954315	SPARE		
8663954316	SPARE		
8663954317	SPARE		
8663967763	3025	DNIS	EDM
8664008433	2104	DNIS	Toronto
8664367409	3031	DNIS	Toronto
8664691689	8664691689	DNIS	Dundas
8664691691	8664691691	DNIS	Dundas
8664755355	3014	DNIS	EDM
8664755356	3015/7015	DNIS	EDM
8664755357	3016/7016	DNIS	EDM
8664804000	4162077600		
8664814212	6136563567	DID	LONDON
8665074202	5192664202	DID	LONDON
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8665114864	3521	DNIS	EDM
8665114865	3522	DNIS	EDM
8665114866	3523	DNIS	EDM
8665114867	3524	DNIS	EDM
8665114868	3525	DNIS	EDM
8665114869	3526	DNIS	EDM
8665114870	3527	DNIS	EDM
8665114871	3528/7528	DNIS	EDM
8665114872	3529/7529	DNIS	EDM
8665118472	3530/7530	DNIS	EDM
8665118473	3531/7531	DNIS	EDM
8665118474	3532/7532	DNIS	EDM
8665118475	3533/7533	DNIS	EDM
8665118476	3534/7534	DNIS	EDM
8665118477	3535/7535	DNIS	EDM
8665118478	3536/7536	DNIS	EDM
8665118479	3537/7537	DNIS	EDM
8665118480	3538/7538	DNIS	EDM

8665118481	3539/7539	DNIS	EDM
8665250001	7035478478	DID	Toronto
8665250002	2409	DNIS	Toronto
8665250003	2410	DNIS	Toronto
8665250004	2411	DNIS	Toronto
8665250005	2412	DNIS	Toronto
8665394233	4168556983	DID	LONDON
8665412522	8665412522	DNIS	Dundas
8665464698	8665464698	DNIS	Dundas
8665645329	4162077100	DID	Dundas
8665645331	416207065	DID	Vancouver
8665645331	4162077600		Dundas
8665645333	4162386685	DID	Toronto
8665774687	4168551562	DID	Toronto
8665776690	3030	DNIS	Toronto
8665840001	2413	DNIS	Toronto
8665840002	4162077155	DID	London
8665840003	2415	DNIS	Toronto
8665840004	2416	DNIS	Toronto
8665840005	5194349850	DID	LONDON
8665840008	2435	DNIS	Toronto
8665993043	4162387286	DID	Dundas
8666111077	6477261042	DID	Toronto
8666111078	3367	DNIS	EDM
8666111079	6046302556	DID	VancouverVoip
8666111080	2101	DNIS	Toronto
8666257032	4162077032	DID	Dundas
8666337206	3623	DNIS	EDM
8666337209	3399	DNIS	EDM
8666337225	3624	DNIS	EDM
8666337268	3430	DNIS	EDM
8666337319	3625	DNIS	EDM
8666337324	3431	DNIS	EDM
8666337327	3626	DNIS	EDM
8666337334	3627	DNIS	EDM
8666337377	3433	DNIS	EDM
8666364567	3734	DNIS	Dundas
8666452584	6477251251	DID	Toronto
8666774687	4162077600	DID	Dundas
8667043038	6046302563	DID	Dundas
8667107187	4162077082	DID	London



8667107188	7038574391	DID	Toronto
8667197914	3211	DNIS	EDM
8667197915	8667197915	DNIS	EDM
8667197916	3213	DNIS	EDM
8667197917	3214	DNIS	EDM
8667197918	3215	DNIS	EDM
8667197919	3289	DNIS	EDM
8667197920	3290/7290	DNIS	ED
8667197922	3291	DNIS	EDM
8667204000	4162077600		
8667227223	4166446159	DID	Dundas
8667377165	4162077165	DID	Dundas
8667533041	4162073048	DID	Dundas
8667743775	8667743775	DNIS	Dundas
8667744138	8667744138	DNIS	Dundas
8667744138	8667744138	DNIS	Dundas
8667744453	3032	DNIS	Toronto
8667746074	8667746074	DNIS	Dundas
8667746871	3220	DNIS	EDM
8667746872	4168551560	DID	Toronto
8667746873	2420	DNIS	Toronto
8667746874	3418	DNIS	EDM
8667746875			Dundas
8667746876	6477261020	DID	Toronto
8667746876	4162074603	DNIS	Toronto
8667746877	5149045000	DID	Montreal
8667746878	3756	DNIS	Dundas
8667746879	4162077624	DID	London
8667748874	6477261099	DID	Toronto
8667774687	DO NOT USE	DNIS	Toronto
8668018236	6139076579	DID	Dundas
8668018237	6139076580	DID	Dundas
8668018238	6139076581	DID	Dundas
8668018239	6139076585	DID	Dundas
8668204000	4162077600		
8668304000	4162077600		
8668465637	4162077759	DID	Toronto
8668549560	3156	DNIS	EDM
8668549561	3157	DNIS	EDM
8668549562	3158	DNIS	EDM
8668549563	3159	DNIS	EDM

8668549564	3160	DNIS	EDM
8668664687	3020	DNIS	Edmundston
8668688808	7038574506	DID	Toronto
8668688818	8668688818	DNIS	Toronto
8668688828	3080	DNIS	Toronto
8668688838	3079	DNIS	Toronto
8668688868	3084	DNIS	Toronto
8668688878	3081	DNIS	Toronto
8668688898	3082	DNIS	Toronto
8668714395	13	DID	Vancouver
8668714396	2439	DNIS	Toronto
8668714397	13	DID	London
8668714398	2441	DNIS	Toronto
8668714399	2442	DNIS	Toronto
8668714400	5194349850	DID	LONDON
8668714401	6132884507	DID	VancouverVoip
8668714401	2444	DNIS	Dundas
8668714402	2445	DNIS	Toronto
8668714403	5194349850	DID	London
8668714404	2447	DNIS	Toronto
8668773287	2434	DNIS	Toronto
8668888818	2029	DNIS	Toronto
8668888828	7456	DNIS	VAN
8668888858	3086	DNIS	Toronto
8668900385	3445	DNIS	Dundas
8668998199	routed to c3	DID	Toronto
8669214204	5192664204	DID	LONDON
8669214209	5192664209	DID	LONDON
8669254231	6136561239	DID	LONDON
8669373531	3249	DNIS	Toronto
8669403000	8669403000	DID	Dundas
8669504000	4162077600		
8669774687	4162077600	DID	Dundas
8669804000	4162077600		
8772026891	3460	DNIS	EDM
8772026892	3461	DNIS	EDM
8772026893	3462	DNIS	EDM
8772026894	3463	DNIS	EDM
8772026895	3464	DNIS	EDM
8772026896	3465	DNIS	EDM
8772026897	3466	DNIS	EDM

8772026898	3467	DNIS	EDM
8772026899	3468	DNIS	EDM
8772026900	3469	DNIS	EDM
8772073368	4168553279		Dundas
8772077167	41620773356	DID	Toronto
8772114681	7458	DNIS	VAN
8772114682	3375 / 7375	DNIS	EDM
8772114683	3376 / 7376	DNIS	EDM
8772114684	3377 / 7377	DNIS	EDM
8772114685	3378 / 7378	DNIS	EDM
8772114686	3379	DNIS	EDM
8772114687	3380 / 7380	DNIS	EDM
8772114691	6132288313	DID	OTTAWA
8772114692	7460	DNIS	VAN
8772114693	6046890800	DID	Vancouver
8772114694	6477261098	DID	Dundas
8772114695	6477261048	DID	Dundas
8772114696	5196641163	DID	London
8772114697	6046302602	DID	Vancouver
8772114698	3222	DNIS	Guelph
8772166608	4168551737	DID	Toronto
8772166609	3760	DNIS	Toronto
8772166610	6477251250	DID	Toronto
8772166614	4168551540	DID	Toronto
8772166615	2511	DNIS	Toronto
8772166617	2509	DNIS	Toronto
8772166618	4168551556	DID	Toronto
8772166619	3705	DNIS	Dundas
8772166623	13	DID	Oakville
8772166624	3757	DNIS	Dundas
8772166688	3707	DNIS	Dundas
8772183051	6477261072	DID	Toronto
8772183078	2449	DNIS	Toronto
8772183083	4162077056	DID	Vancouver
8772183234	6477251253	DID	Toronto
8772183290	5194349850	DID	London
8772183397	2474	DNIS	Toronto
8772183409	2454	DNIS	Toronto
8772183428	4162074623	DNIS	Toronto
8772183445	6477251253	DID	Toronto
8772235625	2618	DNIS	Toronto

8772361551	3256	DNIS	Toronto
8772361552	3263	DNIS	Toronto
8772361553	3264	DNIS	Toronto
8772361554	3266	DNIS	Toronto
8772361555	3267	DNIS	Toronto
8772361556	3269	DNIS	Toronto
8772361557	3270	DNIS	Toronto
8772361558	3447	DNIS	Toronto
8772361559	3448	DNIS	Toronto
8772361560	3449	DNIS	Toronto
8772364567	Inside Sales	DNIS	Toronto
8772364568	4168551749	DID	Toronto
8772364569	4166446199	DID	Toronto
8772364570	4168551745	DID	Toronto
8772364571	6136561643	DID	Toronto
8772364572	5194349850	DID	Toronto
8772364573	6477261090	DID	Toronto
8772364574	2427	DNIS	Toronto
8772364575	6048910818	DID	Vancouver
8772364576	2443	DNIS	Toronto
8772365079	3169	DNIS	Toronto
8772365080	3243	DNIS	Toronto
8772365081	3244	DNIS	Toronto
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8772365083	3246	DNIS	Toronto
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8772365087	3408	DNIS	Toronto
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8772385715	3413	DNIS	Toronto
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8772385718	3401	DNIS	Toronto
8772385719	3402	DNIS	Toronto
8772385720	3403	DNIS	Toronto
8772385721	3404	DNIS	Toronto
8772501289	4162077600	DID	Toronto

8772556589	3450	DNIS	EDM
8772556590	3451	DNIS	EDM
8772556591	3452	DNIS	EDM
8772556592	3453	DNIS	EDM
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8772556596	3457	DNIS	EDM
8772556597	3458	DNIS	EDM
8772556598	3459	DNIS	EDM
8772572544	5194349850	DID	Toronto
8772584260	3548	DNIS	EDM
8772633054	2489	DNIS	Toronto
8772648521	2717	DNIS	Toronto
8772661313	6477261082	DID	Toronto
8772664205	5192664205	DID	LONDON
8772664206	5192664206	DID	LONDON
8772664207	5192664207	DID	LONDON
8772664208	5199634529	DID	LONDON
8772664210	5192664203	DID	LONDON
8772664213	13	DID	LONDON
8772664214	5192664241	DID	LONDON
8772664215	5192664215	DID	LONDON
8772664217	4162077766	DID	LONDON
8772677581	7803286867	DID	Vancouver
8772678490	3381 / 7381	DNIS	EDM
8772678510	3382	DNIS	EDM
8772678512	3383	DNIS	EDM
8772678515	3384 / 7384	DNIS	EDM
8772678519	13	DID	London
8772678520	3758	DNIS	Dundas
8772678522	4168551525	DID	Toronto
8772678523	2478	DNIS	Toronto
8772770752	8772770752	DNIS	Toronto
8772770753	2631	DNIS	Toronto
8772772432	3953	DNIS	EDM
8772792481	3549	DNIS	EDM
8772801738	3601	DNIS	EDM
8772801803	3628	DNIS	EDM
8772801804	13	DID	Vancouver
8772801805	3629	DNIS	EDM

8772801806	2473	DNIS	Toronto
8772801807	3630	DNIS	EDM
8772801808	2430	DNIS	Toronto
8772801810	3631	DNIS	EDM
8772801813	2437	DNIS	Toronto
8772801814	3632	DNIS	EDM
8772801817	2438	DNIS	Toronto
8772803383	4162074655	DNIS	EDM
8772813056	6046840638	DID	Vancouver
8772832273	2004	DNIS	Dundas
8773029585	2725	DNIS	Toronto
8773043433	4162077600		
8773096451	4168553263	DID	Dundas
8773103528	3708	DNIS	Dundas
8773104586	3709	DNIS	Dundas
8773117747	6048910840	DID	Vancouver
8773466380	3768	DNIS	Dundas
8773532019	4162386240	DNIS	Toronto
8773615663	2504	DNIS	Toronto
8773655068	8773655068	DID	Dundas
8773673424	3710	DNIS	Dundas
8773961122	8715	DNIS	VAN
8773963939	4162077108	DID	Dundas
8774074595	8774074595	DNIS	Dundas
8774280898	2505	DNIS	Toronto
8774332215	8716	DNIS	VAN
8774334042	3017	DNIS	Dundas
8774336263	4162074622	DID	Toronto
8774345623		DID	Dundas
8774372283	6046815346	DID	Vancouver
8774372777	3223	DNIS	Toronto
8774372835	3550	DNIS	EDM
8774461313	7438	DNIS	VAN
8774481313	7439	DNIS	VAN
8774491313	7418	DNIS	VAN
8774562370	2470	DNIS	Toronto
8774562371	4162077018	DID	Windsor
8774562372	6048910816	DID	Vancouver
8774562377	3078	DNIS	Toronto
8774562454	3169	DNIS	Dundas
8774646638			Dundas

8774721233	3711	DNIS	Dundas
8774818008	3636	DNIS	Toronto
8774953770	5194349850	DID	London
8774955822	4162367392	DID	Toronto
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8774958835	3552	DNIS	EDM
8774958836	3553	DNIS	EDM
8774958837	3554	DNIS	EDM
8774958838	3555	DNIS	EDM
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8775351141	3317	DNIS	EDM
8775534978	4166446108	DID	Dundas
8775605550	3930	DNIS	EDM
8775663661	3712	DNIS	Dundas
8775663668	3713	DNIS	Dundas
8775663669	4162077138	DNIS	Dundas
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8775672960	3560	DNIS	EDM
8775774687	8775774687	DID	Dundas
8775863528	3715	DNIS	Dundas
8775863558	2458	DNIS	Toronto
8775863559	2459	DNIS	Toronto
8775863568	2460	DNIS	Toronto
8775863622	2461	DNIS	Toronto
8775863656	3755	DNIS	Dundas
8775863657	2463	DNIS	Toronto
8775863661	2624	DNIS	Toronto
8775863665	5196641163	DID	Guelph
8775863706	2466	DNIS	Toronto
8775863707	2719	DNIS	Toronto
8775954565	2506	DNIS	Toronto
8776054646	8776054646	DNIS	Dundas
8776216299	6046302564	DID	Vancouver
8776216300	6048910823		Van
8776216301	3036		EDM
8776216302	2715		Dundas
8776216303	2716		Dundas
8776216304	2718		Dundas

8776216305	6477261071	DID	Ottawa
8776216306	6477261060	DID	Dundas
8776216307	2627	DID	Dundas
8776216308	5149048440	DID	Dundas
8776216550	2628	DID	Dundas
8776216551	2381		Dundas
8776216552	2382		Dundas
8776216553	8776216553		Dundas
8776216554	3037		Dundas
8776216555	2803		Dundas
8776216556	4169674414	DID	Magma
8776216557	4162381313	DID	Vancouver
8776216558	2711		Dundas
8776216559	3049		Dundas
8776218528	2719	DNIS	Toronto
8776226245	8776226245	DID	Toronto
8776276133	8776276133	DNIS	Dundas
8776276138	8776276138	DNIS	Dundas
8776276190	8776276190	DNIS	Dundas
8776276191	8776276191	DNIS	Dundas
8776466303	3769	DNIS	Dundas
8776466308	3771	DNIS	Dundas
8776466311	3772	DNIS	Dundas
8776466340	3770	DNIS	Dundas
8776544530	3251	DNIS	Toronto
8776544555	HBCTracy	DID	Dundas
8776544556	8776544556		Dundas
8776544557	3224	DNIS	Dundas
8776544558	3225	DNIS	Dundas
8776544559	3226	DNIS	Dundas
8776544560	3227	DNIS	Dundas
8776544561	3228	DNIS	Dundas
8776544562	HBCTracy	DID	Dundas
8776544563	3229	DNIS	Dundas
8776546706	Allocated		Dundas
8776546707	2710		Dundas
8776546708	2712		Dundas
8776546709	4168551542	DID	Dundas
8776546710	6048910801	DID	Vancouver
8776546711	4168551542	DID	Dundas
8776546712	6136562979	DID	Vancouver



8776546713	6136562985	DID	Vancouver
8776546714	3022	DNIS	Dundas
8776546715	4162073050	DID	Dundas
8776547315	3327	DNIS	EDM
8776547319	3328	DNIS	EDM
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8776547376	3334	DNIS	EDM
8776547409	3335	DNIS	EDM
8776547414	3336	DNIS	EDM
8776661655	8776661655	DNIS	Dundas
8776774687	3561	DNIS	EDM
8777013088	13	DID	Dundas
8777016991	3603	DNIS	EDM
8777017598	3098	DNIS	EDM
8777017599	3099	DNIS	EDM
8777017601	3101/7101	DNIS	EDM
8777017602	3102	DNIS	EDM
8777017603	3103	DNIS	EDM
8777017604	3104	DNIS	EDM
8777019558	3005	DNIS	EDM
8777019559	7300	DNIS	EDM
8777019560	3301	DNIS	EDM
8777019561	7301	DNIS	EDM
8777030234	3302/7302	DNIS	EDM
8777030565	3125	DNIS	EDM
8777030566	3126	DNIS	EDM
8777030567	3128	DNIS	EDM
8777030568	3127	DNIS	EDM
8777030580	3129/7129	DNIS	EDM
8777030587	3131	DNIS	EDM
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8777030600	3135	DNIS	EDM
8777030601	3136	DNIS	EDM
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8777031634	3154	DNIS	EDM
8777031635	3155	DNIS	EDM
8777032246	3137	DNIS	EDM
8777032248	3138	DNIS	EDM
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8777033433	3119	DNIS	EDM
8777033434	3189	DNIS	EDM
8777033435	3731	DNIS	Toronto
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8777033438	3123	DNIS	EDM
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8777039101	3187	DNIS	EDM
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8777039528	3184	DNIS	EDM
8777039538	3185	DNIS	EDM
8777039539	3181	DNIS	EDM
8777039540	3188/7188	DNIS	EDM
8777040733	3258	DNIS	EDM
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8777040755	3260	DNIS	EDM
8777040777	3261	DNIS	EDM
8777040788	3262	DNIS	EDM
8777040799	3257	DNIS	EDM
8777042825	3265	DNIS	EDM
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8777047363	2471	DNIS	Toronto
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8777430183	3563	DNIS	EDM
8777430184	3564	DNIS	EDM
8777430185	3565	DNIS	EDM
8777430186	3566	DNIS	EDM
8777437225	3605	DNIS	EDM
8777526382	2050	DNIS	Toronto
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8777551934	6046302533	DID	Vancouver
8777551935	4162077141	DID	Dundas
8777593538	2507	DNIS	Toronto
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8777633493	3393	DNIS	EDM
8777746871	7455	DNIS	EDM
8777746872	3510	DNIS	Toronto
8777746874	2520	DNIS	Toronto
8777746875	3439	DNIS	VAN
8777746876	3438	DNIS	EDM
8777746877	3415	DNIS	Toronto
8777746878	3437	DNIS	EDM
8777746879	2052	DNIS	Toronto
8777746912	3678		Dundas
8777746913	3679		Dundas
8777746914	3680		Dundas
8777746915	3681		Dundas
8777746917	3682		Dundas
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8777746920	3685		Dundas
8777746921	3686		Dundas
8777746923	3046		Dundas
8777746988	3475	DNIS	Toronto
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8777746991	3478	DNIS	Toronto
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8777746993	3480	DNIS	Toronto
8777746994	3481	DNIS	Toronto
8777746995	3482	DNIS	Toronto

8777746996	3483	DNIS	Toronto
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8777747010	3668		Dundas
8777747011	3669		Dundas
8777747012	3670		Dundas
8777747013	3671		Dundas
8777747014	3672		Dundas
8777747015	3673		Dundas
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8777747017	3675		Dundas
8777747018	3676		Dundas
8777747019	3677		Dundas
8777754646	8777754646	DNIS	Dundas
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8777775357	3161	DNIS	EDM
8777775407	3150	DNIS	EDM
8777775417	3162	DNIS	EDM
8777775427	3163	DNIS	EDM
8777775447	3164	DNIS	Toronto
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8777775517	3149	DNIS	EDM
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8777775607	3191	DNIS	EDM
8777775697	316	DNIS	EDM
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8778123485	3639	DNIS	Dundas
8778123486	3640	DNIS	Dundas
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8778123488	3642	DNIS	Dundas
8778123489	3643	DNIS	Dundas
8778123490	3644	DNIS	Dundas
8778123491	3645	DNIS	Dundas
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8778123493	3647	DNIS	Dundas
8778123706	4162386271		Oakville
8778123707	4162386246		Oakville
8778123708	3660		Dundas
8778123709	3661		Dundas
8778123710	3662		Dundas
8778123711	3663		Dundas
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8778123856	3691		Dundas
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8778216822	6132884409	DID	Ottawa
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8778466341	3776	DNIS	Dundas
8778466357	3777	DNIS	Dundas
8778466359	3778	DNIS	Dundas
8778466360	3779	DNIS	Dundas
8778466381	8778466381	DNIS	Dundas
8778510014	3717	DNIS	Dundas
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8778859961	3567	DNIS	EDM
8778903636	4162363636	DID	Toronto
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8779466305	3786	DNIS	Dundas
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8779466307	3788	DNIS	Dundas
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8779466358	3781	DNIS	Dundas
8779466360	3782	DNIS	Dundas
8779466367	3783	DNIS	Dundas
8779466380	3792	DNIS	Dundas
8779466381	3793	DNIS	Dundas
8779468351	7440	DNIS	VAN
8779468352	7441	DNIS	VAN
8779468353	7442	DNIS	VAN
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8779468355	7444	DNIS	VAN
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8882023922	3571	DNIS	EDM
8882028957	3572	DNIS	EDM
8882037325	2455	DNIS	Toronto
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8882166610	8882166610	DNIS	VAN
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8882221988	3947	DNIS	EDM
8882226936	3931	DNIS	EDM
8882228208	4169604111	DID	Toronto
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8882257221	3230	DNIS	Toronto
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8882364442	3486	DNIS	Toronto
8882364458	3489	DNIS	Toronto
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8882364558	3492	DNIS	Toronto
8882489638	2517	DNIS	Toronto
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8882545521	3958	DNIS	EDM
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8882781578	3337	DNIS	EDM
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8882882280	4168553259	DID	Dundas
8882903043	4162073043	DID	Toronto
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8882986003	2615	DNIS	Toronto
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8882988498	4162074608	DID	Toronto
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8882988643	7432	DNIS	VAN
8882988646	3340	DNIS	EDM
8882988649	7433	DNIS	VAN
8882988652	2616	DNIS	Toronto
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8883215119	4162077618	DID	Toronto
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8883866823	4162077151	DNIS	Toronto
8883866857	4162386249	DID	Toronto
8883872940	4162387239	DID	Montreal
8883889320	4162077773	DID	Dundas
8883961122	7437	DNIS	VAN
8883964949	3077	DNIS	Toronto
8883967729	3609	DNIS	EDM
8883967734	3610	DNIS	EDM
8883967735	4162077044	DID	Toronto
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8883969797	4162363600	DID	Toronto
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8884103261	2623	DNIS	Toronto
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8884116073	4168551538	DID	Toronto
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8884481313	7451	DNIS	VAN
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8884561255	3505	DNIS	Toronto
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8884561295	2407/Inside Sales	DNIS	Toronto
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8884721233	3722	DNIS	Dundas
8884844405	7803286092	DID	Dundas
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8884992191	3581	DNIS	EDM
8884992192	3582	DNIS	EDM
8884995484	4166820999	DID	Toronto
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8885028380	4168551505	DID	Toronto
8885028389	2629	DNIS	Toronto
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8885605599	3952	DNIS	EDM
8885605688	3963	DNIS	EDM
8885608680	7039944430	DID	McLean
8885608688	3034	DNIS	Vancouver
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8885676757	7434	DNIS	VAN
8885746362	2105	DNIS	Toronto

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8885868555	4167774150	DID	Toronto
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8886166240	6477261093	DID	Toronto
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8886166243	2609	DNIS	Toronto
8886166244	2608	DNIS	Toronto
8886166247	6477261046	DID	Toronto
8886166248	8886166248	DNIS	Windsor
8886166249	5196641163	DID	Guelph
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8886312251	8886312251	DNIS	Toronto
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8886556351	3344	DNIS	EDM

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8886585969	3636	DNIS	Toronto
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8886656673	3937	DNIS	EDM
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8886710964	4168553261	DID	Montreal
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8886889733	3394	DNIS	EDM
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8886990039	3634	DNIS	EDM
8886990046	2431	DNIS	Toronto
8886990048	3635	DNIS	EDM
8886990052	2432	DNIS	Toronto
8886990053	3636	DNIS	EDM
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8887322857	3725	DNIS	Dundas
8887323876	3751	DNIS	Dundas
8887325312	5067376457	DID	Toronto
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8887330241	T9K testing	DNIS	Toronto
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8887330346	3368	DNIS	EDM
8887335045	3726	DNIS	Dundas
8887335315	3369	DNIS	EDM
8887386327	5196641163	DID	gUELPH
8887558588	3423	DNIS	EDM
8887558588	3035	DNIS	Vancouver
8887728877	3387	DNIS	EDM
8887771370	3063	DNIS	EDM
8887771371	3064	DNIS	EDM
8887771406	3065	DNIS	EDM
8887771407	3021	DNIS	Dundas
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8887910219	3590	DNIS	EDM
8887910221	3591	DNIS	EDM
8887910226	3592	DNIS	EDM
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8888085790	3701		Dundas
8888099893	4168553250	DID	Toronto
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8888238989	5149405000	DID	Montreal
8888266486	7435	DNIS	VAN
8888296162	2030	DNIS	Toronto
8888296197	5199634559	DID	Toronto
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8888386327	3939	DNIS	EDM
8888413418	5149048434	DID	Dundas
8888414291	3762	DNIS	Dundas
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8888416397	8888416397	DID	Dundas
8888417137	6477261073	DID	Toronto
8888417256	4168551742	DID	Toronto
8888417477	2484	DNIS	Toronto
8888417634	4168551821	DID	Dundas
8888417860	2426	DNIS	Toronto
8888419248	13	DNIS	Dundas
8888485316	3616	DNIS	EDM
8888583022	3617	DNIS	EDM
8888584668	2602	DNIS	Toronto
8888651234	6132288313	DID	Toronto
8888762188	3388	DNIS	EDM
8888770217	4162077629	DID	Toronto
8888770222	4162363600	DID	Toronto
8888770223	6046840638	DID	Vancouver
8888809801	3056	DNIS	EDM
8888809803	3057	DNIS	EDM
8888809804	3058	DNIS	EDM

8888809805	3059	DNIS	EDM
8888809807	3060	DNIS	EDM
8888809809	3061	DNIS	EDM
8888809811	3062	DNIS	EDM
8888809893	3442	DNIS	Dundas
8888809894	4169554350	DID	Dundas
8888809895	4162381305	DID	Dundas
8888809896	6046302556	DID	Vancouver
8888814353	3389	DNIS	EDM
8888823297	8714	DNIS	EDM
8888828869	6477261044	DID	Toronto
8888844844	3941	DNIS	EDM
8888889569	6046302625	DID	Dundas
8888947502	4162077196	DID	Toronto
8888950336	3759	DNIS	Toronto
8888950339	3764	DNIS	Dundas
8889030063	3595	DNIS	EDM
8889248899	3596	DNIS	EDM
8889259855	6048910840	DID	Toronto
8889259855	6048910840	DID	VAN
8889468351	7452	DNIS	VAN
8889587901	3194	DNIS	Toronto
8889587902	3195	DNIS	Toronto
8889587903	3196	DNIS	Toronto
8889587904	4162073377		Toronto
8889587905	6477261045	DID	Toronto
8889587906	6477261019	DID	Toronto
8889587908	4168551520	DID	Toronto
8889587909	SPARE DID		Toronto
8889587911	6477261008	DID	Toronto
8889587912	8889587912		Toronto
8889587913	Rob Payne		Toronto
8889587914	3648	DNIS	Toronto
8889587915	3649	DNIS	Toronto
8889587916	TBB	3652	Toronto
8889587917	TBB	3653	Toronto
8889587918	TBB	3654	Toronto
8889587919	TBB	3655	Toronto
8889587920	TBB	3656	Toronto
8889587921	TBB	3657	Toronto
8889587922	TBB	3658	Toronto

8889587923	TBB	3659	Toronto
8889587925	2056	DNIS	Toronto
8889587926	2513	DNIS	Toronto
8889589480	3730	DNIS	Van
8889589481	3731	DNIS	Van
8889589482	3732	DNIS	Van
8889589483	3733	DNIS	Van
8889589484	3734	DNIS	Van
8889589485	3735	DNIS	Van
8889589486	3736	DNIS	Van
8889589487	3737	DNIS	Van
8889589488	3738	DNIS	Van
8889589489	3739	DNIS	Van
8889597934	3420	DNIS	Dundas
8889597935	3421	DNIS	Dundas
8889597936	3422	DNIS	Dundas
8889597937	3423	DNIS	Dundas
8889597938	3424	DNIS	Dundas
8889597939	3425	DNIS	Dundas
8889597940	3426	DNIS	Dundas
8889597941	3427	DNIS	Dundas
8889597942	3428	DNIS	Dundas
8889597943	3429	DNIS	Dundas
8889675368	3090	DNIS	EDM
866 633 7329	3432	DNIS	EDM
8662738874	Souvenir Magazine	DNIS	Dundas
8667504000	4162077600		
8669704000	4162077600		
8774143364	4162078767	DID	Dundas
8882605264	3735	DNIS	Dundas
8883098969	3736	DNIS	Dundas
8885401831	3048	DNIS	Dundas



Schedule I – Form of Approval and Vesting Order

Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ) WEEKDAY, THE #  
JUSTICE ) DAY OF MONTH, 2016  
)

B E T W E E N:

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  
PRIMUS TELECOMMUNICATIONS CANADA INC., PRIMUS  
TELECOMMUNICATIONS, INC AND LINGO, INC.

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (the "Vendors") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (as may be amended, restated or modified from time to time in accordance with paragraph 2 hereof, the "Sale Agreement") between the Vendors and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the affidavit of [•] sworn [•], and vesting in the Purchaser the Vendors' right, title and interest in and to the assets described and defined in the Sale Agreement as the "Purchased Assets" (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [•] sworn [•] and the [First] Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "Monitor") of the Vendors and on hearing the submissions of counsel for the Monitor, the Vendors, the Purchaser and those other parties

present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning given to them in the Sale Agreement.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Purchaser, with the approval of the Monitor, may agree upon. The Vendors and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS that the Vendors are authorized and directed to perform their obligations under the Sale Agreement and any ancillary documents related thereto.
4. THIS COURT ORDERS AND DECLARES that, other than the transfer of the Regulated Customer Relationships which shall vest absolutely in the Purchaser free and clear of and from any and all Encumbrances (as defined below) when such Regulated Customer Relationships transfer to the Purchaser in accordance with the terms of the Sale Agreement, upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Monitor's Certificate"), all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, taxes, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: [(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; and (ii)] all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are

collectively referred to as the "Encumbrances" and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS AND DIRECTS:

- (i) the Monitor, from and after the Closing Time, to hold the Regulated Customer Relationships Escrow, if applicable, in escrow, in a segregated bank account in the name of the Monitor (the "Escrow Account");
- (ii) the Monitor to release the Regulated Escrow Funds, or any portion thereof, from the Escrow Account to an account to be designated by the Monitor (the "Designated Account"), at such times and in such amounts as are contemplated by the Sale Agreement and upon the release of such funds from the Escrow Account the Purchaser shall have no claim, interest or right in or to the portion of the Regulated Escrow Funds released by the Monitor from the Escrow Account to the Designated Account;
- (iii) the Monitor to as soon as reasonably practicable following the day which is 6 months from the Closing Date (the "Escrow Outside Date"), return to the Purchaser any amount of the Regulated Escrow Funds remaining in the Escrow Account on the Escrow Outside Date and upon the return of the Remaining Escrow Funds to the Purchaser the Vendors shall have no claim, interest or right in or to the Remaining Escrow Funds;

in each case, unless otherwise ordered by this Court, and in each case the Monitor shall incur no liability with respect to its administration of the Regulated Customer Relationships Escrow, the Escrow Account or the Designated Account.

6. THIS COURT ORDERS that Monitor is authorized to hold the Closing Cash Payment in the Designated Account and that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets, including the net proceeds from

the sale of the Regulated Customer Relationships when released from the Escrow Account shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Monitor's Certificate.

9. THIS COURT ORDERS that upon the registration in the Canadian Intellectual Property Office of a copy of this Order, the applicable Registrar is hereby directed to transfer tall of the Vendors' right, title and interest in and to the Purchased Intellectual Property to the Purchaser, free and clear of and from any and all Claims.

10. THIS COURT ORDERS that, provided that the Sale Agreement has not been terminated, any plan of compromise or arrangement that may be filed by the Vendors shall not derogate or otherwise affect any right or obligation of the Vendors or the Purchaser under the Sale Agreement unless otherwise agreed by the Vendors and the Purchaser.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendors and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

12. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. THIS COURT ORDERS that the Sale Agreement and any ancillary documents related thereto shall not be repudiated, disclaimed or otherwise compromised in these proceedings.

14. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

15. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendors and the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Vendors and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendors and the Monitor and their agents in carrying out the terms of this Order.

## Schedule A – Form of Monitor’s Certificate

Court File No. \_\_\_\_\_

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

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  
PRIMUS TELECOMMUNICATIONS CANADA INC., PRIMUS  
TELECOMMUNICATIONS, INC AND LINGO, INC.

Applicants

## MONITOR’S CERTIFICATE

## RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “Court”) dated [DATE OF ORDER], Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (the “Vendors”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 and FTI Consulting Canada Inc. was appointed as the Monitor (the “Monitor”) of the Vendors.

B. Pursuant to an Order of the Court dated [DATE] (the “Approval and Vesting Order”), the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (as may be amended, restated or modified from time to time, the “Sale Agreement”) between the Vendors and [NAME OF PURCHASER] (the “Purchaser”) and provided for the vesting in the Purchaser of the Vendors’ right, title and interest in and to the Purchased Assets (other than the Regulated Customer Relationships, which shall vest in the Purchaser in accordance with the terms of the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Closing Cash Payment; (ii) that the conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Vendors and

the Purchaser (as applicable); and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable;
2. The Monitor has received the Closing Cash Payment and the Regulated Customer Relationships Escrow, if applicable; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

FTI Consulting Canada Inc., in its capacity as  
Monitor of Primus Telecommunications Canada  
Inc., Primus Telecommunications, Inc. and  
Lingo, Inc., and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

## Schedule J – Form of Management Services Agreement

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made as of [•], 2016 by and among Birch Communications, Inc., a Georgia corporation ("Manager"), and Primus Telecommunications, Inc., a Delaware corporation and Lingo, Inc., a Delaware corporation (collectively "Sellers"). Each Seller and Manager are referred to individually in this Agreement as a "Party" and, collectively as the "Parties".

## WITNESSETH:

A. Sellers, Manager and Primus Telecommunications Canada Inc. have entered into an Asset Purchase Agreement dated as of [•], 2016 (the "Asset Purchase Agreement"), whereby Manager has agreed to purchase the Purchased Assets.

B. The Parties acknowledge and agree that certain Required Approvals must be obtained before certain of the Purchased Assets of Seller may be transferred to Manager and that Sellers have retained *de facto* and *de jure* control of each of such assets pending receipt of the applicable Required Approval(s) required to transfer such assets.

C. In order to assure uninterrupted operation of the Business in the United States and Puerto Rico pending issuance of the Required Approvals, Sellers and Manager desire to enter into this Agreement for the purpose of establishing the terms under which Manager will, in a manner consistent with Applicable Law, and at the direction and control (*de jure* and *de facto*) of Sellers, manage customer and CABS accounts in the United States and Puerto Rico ("Customer Accounts") pending the necessary Required Approval(s) to transfer such Customer Accounts to Manager.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions; Conflicts. Any capitalized term not otherwise defined in this Agreement shall have the meaning assigned to such term in the Asset Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the provision of the Asset Purchase Agreement shall control.
2. Appointment. On the terms set forth in this Agreement, Sellers hereby engage Manager as their sole and exclusive manager of the Customer Accounts, and Manager hereby accepts such sole and exclusive engagement.
3. Duties and Authority of Manager.



(a) Subject to the provisions of Section 4 of this Agreement, during the Term (as defined below) Manager shall have power, authority and responsibility to manage the Customer Accounts in the ordinary course of business.

(b) Nothing contained in this Agreement is intended to give Manager: (i) any right which would constitute a transfer of *de jure* or *de facto* "control" (as defined under Applicable Law) by Sellers of any of the Customer Accounts. The services provided by Manager under this Agreement are not intended to materially diminish or restrict Sellers' ability to comply with their obligations under Applicable Laws. This Agreement shall not be construed to materially diminish or interfere with Sellers' ability to comply with the rules, regulations or directives of any Governmental Authority.

(c) Manager shall be responsible for all costs and expenses to provide telecommunications services to the Customer Accounts via itself and its selected vendors, as well as provide all billing, provisioning, customer service, technical support, repair and other related services. Manager shall be responsible for monitoring all of the administrative and governmental notice, filing, reporting, tax, fee and permit requirements with respect to the Customer Accounts and, when such notices, reports or fees fall due, Manager shall submit to Sellers those notices, reports, invoices or other submissions for Sellers to remit to the appropriate agency (together with documentation supporting the calculations thereon, instructions for remission, and payment reimbursing Sellers for any fees or taxes Sellers must pay each such agency). Manager shall only be responsible for supplying documentation and payment reimbursement to Sellers that relate to the time periods after the Closing Date. Sellers shall promptly forward to Manager any correspondence or communication they receive from any Governmental Authority regarding the Customer Accounts.

(d) Manager shall cooperate with Sellers in providing customer-specific information it may have to the extent required for Sellers to respond to any complaints from any Governmental Authority.

(e) Manager may use Sellers' names and logos on invoices and as part of customer service and in any other capacity required in order to provide the management services for the Customer Accounts.

(f) Upon Sellers' request, Manager will prepare for Sellers draft zero revenue reports and returns, for Sellers' respective officers' signatures. Seller will assist Manager in identifying the necessary returns and reports. Manager shall not be responsible for the quality of such reports, or any deficiencies in Sellers' past reports or filings. In no event shall Manager be responsible for signing any report or filing in Sellers' names or otherwise on behalf of Sellers.

#### 4. Duties and Authority of Seller.

(a) For a period from the Closing Date until the termination of this Agreement, Sellers shall maintain in full force and effect all of their current corporate registrations and filings and FCC and State PUC and other regulatory authorizations, licenses, registrations, tariffs and approvals ("Licenses"). Sellers shall (i) submit all

filings required to keep the Licenses in full force and effect and (ii) be responsible for the costs of maintaining such Licenses. For the avoidance of doubt, Sellers are required to submit any and all filings and any payments relating to such filings that relate to time periods prior to the Closing Date, including but not limited to FCC 499 filings and related payments.

(b) Sellers shall cooperate fully with Manager in obtaining all Required Approvals required to complete the transactions contemplated by the Asset Purchase Agreement, including without limitation by providing any necessary information and signatures and promptly resolving any prior failures by Sellers to comply with any License.

5. Term. The term of this Agreement (the "Term") shall commence on the Closing Date and shall automatically terminate upon the earlier of (i) the consummation of the transfer of all of the Customer Accounts to Manager pursuant to Section 8.1 of the Asset Purchase Agreement, or (ii) nine months after the date hereof.

6. Management Fee. In consideration for the services provided by Manager to Sellers hereunder, Manager shall collect and retain all accounts receivable, credits, receipts and compensation related to the Customer Accounts for the Term and thereafter, as fully as if Seller had transferred the Customer Accounts to Manager at the Closing pursuant to the Asset Purchase Agreement.

7. Regulatory Compliance. The Parties desire that this Agreement and the obligations hereunder be in full compliance with (i) the terms and conditions of the Sellers' State PUC licenses; (ii) all applicable rules, regulations and policies of the FCC and State PUCs; (iii) the Communications Act of 1934, as amended, (the "Act"); and (iv) any other Applicable Law. If the FCC or any State PUC determines that any provision of this Agreement violates any applicable rules, regulations, or policies, the Parties shall make reasonable efforts to immediately bring this Agreement into compliance, consistent with the terms of this Agreement. It is expressly understood by the Parties that nothing in this Agreement is intended to give, or shall be construed to give, Manager any right which would be deemed to constitute a transfer of control or an assignment (as "control" and "assignment" is defined in the Act, and/or any applicable FCC or state regulations, rules or case law) by the Sellers of any of the Customer Accounts, FCC licenses, or State PUC licenses of Sellers, during the Term hereof.

8. Assignment of Rights Under Agent Agreements. Sellers hereby assign to Manager, the right to enforce the non-solicitation of customer clauses under all agreements, whether or not terminated or expired, with agents or similar dealer and agent sales agreements between Sellers and third parties ("Agent Agreements").

9. Assignment of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed); provided, however, that

Manager may assign this Agreement and its rights, interests and obligations hereunder at any time to any Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

10. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be given in accordance with Section 9.2 of the Asset Purchase Agreement or to such other place and with such other copies as any Party may designate as to itself by written notice to the other Parties.

11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (WITHOUT REFERENCE TO THE CHOICE OF LAW PROVISIONS OF GEORGIA LAW).

12. Entire Agreement; Amendments and Waivers. This Agreement together with the Asset Purchase Agreement, including all Exhibits and Schedules thereto, constitute the entire agreement among the parties pertaining to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto. A facsimile signature page shall be deemed an original, unless an original is required by Applicable Laws.

14. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

15. Indemnification by Manager. Manager will indemnify and hold harmless the Sellers and all officers, directors, employees, stockholders, partners, members and agents of the Sellers (individually, a "Seller Indemnatee") from and against any and all damages arising out of Manager's gross negligence or willful misconduct in connection with the performance of the services under this Agreement.

*[Signature page follows.]*

Executed on the date first set forth above.

PRIMUS TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LINGO, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BIRCH COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule K – Regulated Customer Relationship Values by State

State	Value
CA	\$799,781.19
FL	\$183,078.06
NY	\$152,625.83
TX	\$113,420.86
MD	\$103,938.73
MN	\$91,721.37
AZ	\$77,498.18
IL	\$72,392.41
NJ	\$64,916.12
AR	\$55,069.29
VA	\$53,792.85
MI	\$52,881.11
MA	\$48,687.09
GA	\$45,769.51
WI	\$43,946.02
WA	\$43,398.98
OH	\$41,575.49
NC	\$41,028.45
MO	\$37,199.12
PA	\$33,552.15
CO	\$30,634.57
IA	\$29,175.78
AL	\$27,716.99
KS	\$26,075.86
NV	\$22,428.88
OR	\$20,058.35

ND	\$18,599.56
CT	\$16,229.03
ME	\$15,317.29
IN	\$13,676.15
UT	\$12,946.75
ID	\$12,946.75
NH	\$10,758.57
TN	\$10,211.52
VT	\$9,664.48
NE	\$8,570.39
SC	\$7,840.99
SD	\$7,476.29
LA	\$6,929.25
KY	\$6,017.51
OK	\$5,288.11
DC	\$4,376.37
NM	\$4,011.67
DE	\$3,646.97
MS	\$3,282.28
RI	\$2,917.58
MT	\$2,735.23
WV	\$2,188.18
HI	\$1,094.09
WY	\$547.05
AK	\$364.70
TOTAL	\$2,500,000.00



FTI Consulting  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto ON M5K 1G8

To: All Known Creditors

Re: PT Holdco, Inc., Primus Telecommunications Canada, Inc., PTUS, Inc., Primus Telecommunications, Inc., and Lingo, Inc. (collectively, "Primus" or the "Company")

On January 19<sup>th</sup>, 2016, Primus sought and obtained an initial order (the "CCAA Initial Order") from the Ontario Superior Court of Justice (the "Court") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"). The CCAA Initial Order provides, among other things, a stay of proceedings until February 18<sup>th</sup>, 2016 (the "Stay Period") which may be extended by the Court from time to time. The proceedings commenced under the CCAA are herein referred to as the CCAA Proceedings. FTI Consulting Canada Inc. was appointed monitor (the "Monitor").

On January 21<sup>st</sup>, 2016, Primus sought and obtained an order from the United States Bankruptcy Court for the District of Delaware (the "US Court") providing a preliminary injunction staying actions against Primus or their assets, including terminating or modifying agreements or leases, pending further order of the US Court (the "Chapter 15 Proceedings").

A copy of the CCAA Initial Order, orders issued by the US Court, and materials filed in respect of the CCAA Proceedings and the Chapter 15 Proceedings may be obtained on the Monitor's website at <http://cfcanada.fticonsulting.com/primus> or on request from the Monitor by calling 416 649 8062 or toll free at 1 855 649 8062 or by emailing [primus@fticonsulting.com](mailto:primus@fticonsulting.com).

Further information and notice materials in respect of the CCAA Proceedings and the Chapter 15 Proceedings are presented below.

### CCAA Proceedings

Pursuant to the CCAA Initial Order, all persons having oral or written agreements with Primus or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, credit card services provided by Chase Paymentech Solutions, utility or other services to Primus, are restrained until further Order of the Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by Primus, and that Primus shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the CCAA Initial Order are paid by Primus without having to provide any security deposit or any other security in accordance with normal payment practices of Primus or such other practices as may be agreed upon by the supplier or service provider and Primus and the Monitor, or as may be ordered by the Court. The CCAA Initial Order prohibits Primus from making payment of amounts relating to the supply of goods or services provided to Primus prior to January 19<sup>th</sup>, 2016, other than certain payments specified in the CCAA Initial Order.

During the Stay Period, all parties are prohibited from commencing or continuing legal action against



Primus and all rights and remedies of any party against or in respect of Primus or their assets are stayed and suspended except with the written consent of Primus and the Monitor, or by leave of the Court.

No claims procedure has yet been approved by the Court and creditors are therefore not required to file a proof of claim at this time.

The Company has negotiated the sale of the Company's business and assets in Canada and the United States with Birch Communications, Inc. following an extensive sale and investor solicitation process and will be seeking Court approval of that transaction at a hearing currently scheduled for February 17, 2016.

Headquartered in Atlanta, Georgia, Birch Communications Inc. is a provider of high-quality, reliable communications, broadband, cloud and IT services to small, mid-sized, enterprise and wholesale businesses in the United States, Canada and Puerto Rico.

If you have any questions regarding the foregoing or require further information, please consult the Monitor's website at <http://cfcanada.fticonsulting.com/primus> or by contacting the Monitor by calling 416 649 8062 or toll free at 1 855 649 8062 or by emailing [primus@fticonsulting.com](mailto:primus@fticonsulting.com).

#### Chapter 15 Proceedings

Pursuant to orders issued in the Chapter 15 Proceedings, attached for your information are the following documents:

- Notice of Filing and Hearing on Verified Petition of a Foreign Main Proceeding and Related Relief (the "Chapter 15 Notice");
- An Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code (the "Provisional Relief Order"); and
- An Order Scheduling Hearing on Verified Petition Under Chapter 15 for Recognition of a Foreign Main Proceeding and for Additional Relief and Assistance Under the U.S. Bankruptcy Code and Specifying Form and Manner of Service of Notice of Hearing (the "Scheduling Order").

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 15
PT HOLDCO, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 16-10131 (LSS)
	)	
Debtors in a Foreign Proceeding.	)	(Joint Administration Requested)
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**NOTICE OF FILING AND HEARING ON VERIFIED PETITION  
OF A FOREIGN MAIN PROCEEDING AND RELATED RELIEF**

PLEASE TAKE NOTICE that on January 19, 2016, FTI Consulting Canada Inc. (“FTI”, “Monitor”, or “Foreign Representative”), the court-appointed monitor and duly authorized foreign representative for PT Holdco, Inc., PTUS, Inc. Primus Telecommunications, Inc., Lingo, Inc., and Primus Telecommunications Canada Inc. (collectively, the “Debtors”) in Canadian insolvency proceedings (the “Canadian Proceeding”) pending in Toronto, Canada before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”),<sup>2</sup> by the Monitor’s United States Counsel, filed an Official Form 401 chapter 15 Petition for Recognition of a Foreign Proceeding for each of the Debtors and the Verified Petition for Recognition of Foreign Main Proceeding and Related Relief (together with all exhibits, declarations and other documents appended thereto or filed in connection therewith, the “Petition for Recognition”) commencing chapter 15 cases ancillary to the Canadian Proceeding and seeking (i) recognition

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<sup>1</sup> The last four digits of the Employer Identification Number or Canadian Business Number, as appropriate, for each debtor follow in parentheses: PT Holdco, Inc. (3731), PTUS, Inc. (0542), Primus Telecommunications, Inc. (4563), Lingo, Inc. (7778), and Primus Telecommunications Canada, Inc. (5618).

<sup>2</sup> The Monitor was appointed as monitor of the Debtors pursuant to provisions of Canada’s Companies’ Creditors Arrangement Act (the “CCAA”), R.S.C. 1985, c. C-36, the statute under which the Debtors have been granted relief from creditors. An initial order was entered on January 19, 2016 in the Ontario Superior Court of Justice by the Honourable Mr. Justice Penny, Court File No. CV-16-11257-OOCL, 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. (“Initial Order”).



of such foreign proceeding as a “foreign main proceeding” and (ii) relief in aid of the Canadian Proceeding in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) with respect to the Debtors, including certain additional relief pursuant to sections 105, 362, 363, 365, 1507 and 1521 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that a copy of the Petition for Recognition, along with: (i) the lists required to be filed with the Petition for Recognition pursuant to Bankruptcy Rule 1007(a)(4); (ii) the Declaration of Nigel D. Meakin, Senior Managing Director of FTI, the Foreign Representative for the foreign proceeding required to be filed pursuant to Bankruptcy Code section 1515; (iii) Order Scheduling Hearing on Petition for Recognition and Specifying Form and Manner of Notice of Hearing; and (iv) Initial Order (collectively, the “Supporting Documents”) are available at <http://cfcanda.fticonsulting.com/primus/default.htm>, and by request to U.S. Counsel to the Monitor, Elliott Greenleaf, P.C. (Attention: Shelley A. Kinsella, Esq., Email: [sak@elliottgreenleaf.com](mailto:sak@elliottgreenleaf.com) or Telephone: (302) 384-9400).

PLEASE TAKE FURTHER NOTICE that, upon a hearing on January 21, 2016 and pursuant to Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code [D.I. 9] (the “Provisional Relief Order”), a copy of which is served upon you herewith, the Bankruptcy Court has scheduled a hearing regarding the extension of provisional relief granted therein on February 4, 2016 at 2:00 p.m. (Eastern Time) (the “Provisional Relief Hearing”) before Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6<sup>th</sup> Floor, Courtroom #2, Wilmington, Delaware, 19801, U.S.A. The Provisional Relief Hearing will address the continuation of provisional relief granted by the Provisional Relief Order until the Recognition

Hearing (defined and described below) through February 19, 2016 or to such time as the hearing on February 19, 2016 is continued or rescheduled, if any.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the extension of provisional relief set forth in the Provisional Relief Order must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801, U.S.A., on or before February 1, 2016 at 4:00 p.m. (Eastern Time) (the “Provisional Relief Objection Deadline”); and (iii) served upon Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801 (Attention: Rafael X. Zahralddin, Esq.), United States counsel to the Monitor, so as to be received on or before the Provisional Relief Objection Deadline.

**PLEASE TAKE FURTHER NOTICE** that, upon a hearing on January 21, 2016 and pursuant to the Order Scheduling Hearing on Petition for Recognition and Specifying Form and Manner of Notice of Hearing [D.I. 12] the (“Scheduling Order”), a copy of which is served upon you herewith, the Bankruptcy Court has scheduled a hearing on February 19, 2016 at 10:00 a.m. (Eastern Time) (the “Recognition Hearing” and, collectively with the Provisional Relief Hearing, the “Hearings”) before Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6<sup>th</sup> Floor, Courtroom #2, Wilmington, Delaware, 19801, U.S.A. The Recognition Hearing will address the Petition for Recognition and other matters related to the CCAA proceedings, including possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors’ assets. The Debtors will file any related motions on or before January 30,

2016, in accordance with the Federal Rules of Bankruptcy Procedure and all relevant and corresponding Local Rules of Bankruptcy Procedure for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any response or objection to the relief requested in the Petition for Recognition and/or possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors' assets must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801, U.S.A., on or before February 12, 2016 at 4:00 p.m. (Eastern Time) (the "Recognition Objection Deadline"); and (iii) served upon Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801 (Attention: Rafael X. Zahralddin, Esq.), United States counsel to the Monitor, so as to be received on or before the Recognition Objection Deadline. Replies to objections must be to be filed on or before February 16, 2016 at 4:00 p.m. (Eastern Time). The notice of agenda must be filed on or before February 17, 2016 at 12:00 p.m. (Eastern Time).

PLEASE TAKE FURTHER NOTICE that all parties in interest opposed to the Petition for Recognition, possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors' assets or the Monitor's request for continued provisional relief must appear at the Hearings at the time and place set forth above. Further, the Hearings may be adjourned from time to time without further notice other than an announcement in open court at the Hearings of the adjourned date or dates or any further adjourned hearing.

PLEASE TAKE FURTHER NOTICE that parties can appear at the Hearings telephonically through CourtCall, LLC (Telephone: 866-582-6878 or Facsimile: 866-533-2946),

provided however, that if the Hearings are evidentiary hearings, the Court may require parties to attend in person to allow witnesses to be cross examined and evidence to be introduced.

PLEASE TAKE FURTHER NOTICE that the Monitor intends to raise issues pertaining to foreign law, specifically Canadian insolvency law, in connection with the Petition for Recognition; (i) recognizing the Canadian Proceeding as a foreign main proceeding pursuant to chapter 15 of the Bankruptcy Code and the Foreign representative as the Debtors' foreign representative under Bankruptcy Code sections 1509 and 1517; (ii) granting automatic relief pursuant to Bankruptcy Code section 1520; and (iii) granting other and additional relief pursuant to Bankruptcy Code sections 1507 and 1521 (a) and (b).

PLEASE TAKE FURTHER NOTICE that if no response or objection is timely filed and served as provided above, the Bankruptcy Court may grant recognition and relief requested by the Monitor without further notice. Copies of the Petition for Recognition and the Supporting Documents will be made available upon request at the office of the Monitor's United States Counsel at the address below.

Dated: January 21, 2016  
Wilmington, Delaware

ELLIOTT GREENLEAF, P.C.



Rafael X. Zahraiddin-Aravena (DE No. 4166)

Shelley A. Kinsella (DE No. 4023)

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1105 N. Market St., Ste. 1700

Wilmington, DE 19801

Telephone: (302) 384-9400

Facsimile: (302) 384-9399

Email: rxza@elliottgreenleaf.com

Email: sak@elliottgreenleaf.com

Email: khh@elliottgreenleaf.com

*Attorneys for the Monitor*

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 15
PT HOLDCO, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 16-10131 (LSS)
	)	
Debtors in a Foreign Proceeding.	)	(Joint Administration Requested)
	)	
	)	Re Docket No. 4

**ORDER GRANTING PROVISIONAL RELIEF  
PURSUANT TO SECTION 1519 OF THE BANKRUPTCY CODE**

Upon the Emergency Motion for Temporary Restraining Order, and After Notice and Hearing, a Preliminary Injunction, Pursuant to Bankruptcy Code Sections 105(A), 362, 1507, 1519, and 1521 (the “Motion”),<sup>2</sup> by FTI Consulting Canada Inc. (“FTI”) the duly appointed and acting monitor (the “Monitor”) and foreign representative of PT Holdco, Inc., PTUS, Inc. Primus Telecommunications, Inc., Lingo, Inc., and Primus Telecommunications Canada Inc. (collectively, the “Debtors”) in Canadian insolvency proceedings pending in Ontario, Canada (the “Canadian Proceeding”)<sup>3</sup>; pursuant to sections 105(a), 1507, 1519, and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), and the Court having considered and reviewed the Motion and the Verified Petition for Recognition of Foreign Main

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<sup>1</sup> The last four digits of the Employer Identification Number or Canadian Business Number, as appropriate, for each debtor follow in parentheses: PT Holdco, Inc. (3731), PTUS, Inc. (0542), Primus Telecommunications, Inc. (4563), Lingo, Inc. (7778), and Primus Telecommunications Canada, Inc. (5618).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

<sup>3</sup> The Monitor was appointed as monitor of the Debtors pursuant to provisions of Canada’s Companies’ Creditors Arrangement Act (the “CCAA”), R.S.C. 1985, c. C-36, the statute under which the Debtors have been granted relief from creditors. An initial order was entered on January 19, 2016 in the Ontario Superior Court of Justice by the Honourable Mr. Justice Penny, Court File No. CV-16-11257-OOCL, 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. (“Initial Order”).

Proceeding and Related Relief (the "Petition for Recognition"), and all related documents filed contemporaneously therewith, including, but not limited to, the Declaration of Nigel D. Meakin in connection with the Petition for Recognition, including all facts specifically alleged and verified therein; and upon the record herein; and due and sufficient cause appearing therefor; the Court hereby finds and concludes as follows:<sup>4</sup>

A. The Monitor has demonstrated a substantial likelihood of success on the merits that the Debtors are the subject of a pending foreign main proceeding in Canada and that the Monitor is the foreign representative of the Debtors;

B. The Monitor has demonstrated that, without a stay of execution against the Debtors' assets located in the United States and the protections of section 362 of the Bankruptcy Code, there is a material risk that the Debtors will suffer irreparable harm to the value of their business, assets, and property located in the United States;

C. The Monitor has demonstrated that, without the protections of section 365 of the Bankruptcy Code, there is a material risk that key contracts may not be preserved and that counterparties to certain of the Debtors' agreements may take the position that the commencement of the Canadian Proceeding authorizes them to terminate such contract or accelerate obligations thereunder;

D. The Monitor has demonstrated that such termination or acceleration, if permitted and valid, would severely disrupt the Debtors' operations in the United States, result in irreparable damage to the value of the Debtors' businesses in the United States, and cause

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<sup>4</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Rule 52 of the Federal Rules of Civil Procedure (the "Federal Rules"), made applicable by Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

substantial harm to the Debtors' creditors and other parties in interest;

E. The Monitor has demonstrated that no injury will result to any party that is greater than the harm to the Debtors' business, assets, and property located in the United States in the absence of the requested relief;

F. The Monitor has demonstrated that the interests of the public will be served by this Court's granting of the relief requested by the Monitor;

G. In the context of these cases, it would have been infeasible for the Monitor to have served notice of the Motion on all parties in interest in connection with the provisional emergency relief requested in the Motion;

H. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and section 1501 of the Bankruptcy Code;

I. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and

J. Venue is proper in this District pursuant to 28 U.S.C. § 1410(3). NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is GRANTED, as set forth herein.

2. Effective JANUARY 21 at 10:15 a.m., pursuant to sections 105 and 1519 of the Bankruptcy Code, sections 362 and 365 of the Bankruptcy Code shall provisionally apply in these cases, thereby (a) staying any and all actions or proceedings against the Debtors and their assets in the United States, including actions by all persons and entities to seize, attach, possess, execute against, and/or enforce any claim or lien against any property located in the United States in which any of the Debtors has an interest and (b) preserving contracts that have not been terminated and staying all persons and entities from taking any action to terminate or modify any executory contract or unexpired lease with any of the Debtors, including without

limitation the right to rely upon any contractual provision purporting to effect a termination or modification solely because of a condition of the kind described in section 365(e)(1) of the Bankruptcy Code.

3. Such provisional application of sections 362 and 365 of the Bankruptcy Code shall extend through and including ~~the date on which the Court rules on the Monitor's Verified Petition for Recognition of Foreign Main Proceeding and Related Relief (Docket No. )~~ *February 4, 2015 at 2:00 p.m.* *The conclusion of a hearing to be held on further extending the provisional relief, which hearing shall be on February 4, 2015*

4. The Monitor shall cause notice of the entry of this Order to be served in accordance with and as set forth in the Order Scheduling Hearing on Verified Petition Under Chapter 15 for Recognition of a Foreign Main Proceeding and for Additional Relief and Assistance Under 11 U.S.C. §§105(a), 1507 and 1521 and Specifying Form and Manner of Service of Notice of Hearing (the "Notice Order").

5. Service in accordance with the terms of the Notice Order shall constitute adequate and sufficient service and notice.

6. Responses or objections to the Motion must be made pursuant to the Bankruptcy Code, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and the Bankruptcy Rules, must be in writing and describe the basis therefore, and must be filed with the Office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 and served so as to be received on or before February 1, 2016, at 4:00 p.m. (Eastern Time), in accordance with the requirements of Bankruptcy Rule 1011(b), by: (i) United States counsel for the Monitor, Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801, Attn.: Rafael X. Zahraiddin, Esq. (ii) counsel for PT Holdco, Inc. and (iii) counsel to the United States Trustee for the District of Delaware, Office of the United States Trustee, 844 N. King



Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esq.

7. Pursuant to Bankruptcy Rule 7065, the security provisions of Federal Rule 65(c) are waived.

8. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: January 24, 2016

  
HONORABLE LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 15
PT HOLDCO, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 16-10131 (LSS)
Debtors in a Foreign Proceeding.	)	(Joint Administration Requested)
	)	
	)	Re Docket No. 5

**ORDER SCHEDULING HEARING ON VERIFIED PETITION UNDER  
CHAPTER 15 FOR RECOGNITION OF A FOREIGN MAIN PROCEEDING  
AND FOR ADDITIONAL RELIEF AND ASSISTANCE UNDER  
BANKRUPTCY CODE SECTIONS 105(A), 1507, AND 1521, AND  
SPECIFYING FORM AND MANNER OF SERVICE OF NOTICE OF HEARING**

Upon the motion (the "Motion")<sup>2</sup> of the Monitor for the Debtor for entry of an order scheduling a hearing on the Monitor's verified petition for recognition of foreign main proceeding and the relief requested therein and specifying the form and manner of service of notice of the hearing; it is hereby:

ORDERED, that the form of the Notice attached hereto as Exhibit 1 is hereby APPROVED; and it is further

ORDERED, that copies of the Notice, the Petition for Recognition, related filings, and the documents filed in support thereof (collectively, the "Service Documents") shall be served by Canada Post first-class mail, United States first-class mail, facsimile, e-mail, by publication notice on the Monitor's website, overnight courier or personal delivery within three (3) business

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<sup>1</sup> The last four digits of the Employer Identification Number or Canadian Business Number, as appropriate, for each debtor follow in parentheses: PT Holdco, Inc. (3731), PTUS, Inc. (0542), Primus Telecommunications, Inc. (4563), Lingo, Inc. (7778), and Primus Telecommunications Canada, Inc. (5618).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

days of the entering of this order, upon the Core Notice Parties and the Notice Parties, as set forth in the Motion, at their last known addresses; and it is further

ORDERED, that if any party files a notice of appearance in this case, the Monitor shall serve the Service Documents upon such party within ten (10) business days of the filing of such notice of appearance if such documents have not already been served on such party (or its counsel); and it is further

ORDERED, that a hearing (the "Hearing") on the relief sought in the Petition for Recognition as well as responses or objections, if any, to the Service Documents shall be held on February 19, 2016, at ~~10:00~~ 10:00 am (prevailing Eastern Time), before the Honorable Laurie Selber Silvrstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 N. Market Street, 6<sup>th</sup> Floor, Courtroom #2, Wilmington, Delaware 19801; and it is further

ORDERED, that responses or objection, if any, to the Service Documents must be in writing describing the basis therefore and shall be (i) filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801; and (ii) served upon Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801 (Attn: Rafael X. Zahralddin, Esq.), United States Counsel to the Monitor, so as to be received on or before February 12, 2016, at 4:00 p.m. (Eastern Time); and it is further

ORDERED, that replies in support of the relief sought in the Petition for Recognition shall be filed with the Court on or before February 16, 2016, at 4:00 p.m. (Eastern Time); and it is further

ORDERED, that the Hearing may be adjourned from time to time without notice other than an announcement in open court at the Hearing or the adjourned date of the hearing; and it is further

ORDERED, that all notice requirements specified in Bankruptcy Code section 1514(c) are hereby found to be inapplicable or are otherwise waived; and it is further

ORDERED, that service pursuant to this Order shall be good and sufficient service and adequate notice of the hearing to consider the Petition for Recognition and the Monitor's request for an order granting recognition of the foreign proceeding as a "foreign main proceeding" and for related relief.

Dated: January 26, 2016

  
HONORABLE LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

# EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 15
PT HOLDCO, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 16-10131 (LSS)
	)	
Debtors in a Foreign Proceeding.	)	(Joint Administration Requested)
<hr style="border: 0.5px solid black;"/>		

**NOTICE OF FILING AND HEARING ON VERIFIED PETITION  
OF A FOREIGN MAIN PROCEEDING AND RELATED RELIEF**

PLEASE TAKE NOTICE that on January 19, 2016, FTI Consulting Canada Inc. (“FTI”, “Monitor”, or “Foreign Representative”), the court-appointed monitor and duly authorized foreign representative for PT Holdco, Inc., PTUS, Inc. Primus Telecommunications, Inc., Lingo, Inc., and Primus Telecommunications Canada Inc. (collectively, the “Debtors”) in Canadian insolvency proceedings (the “Canadian Proceeding”) pending in Toronto, Canada before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”),<sup>2</sup> by the Monitor’s United States Counsel, filed an Official Form 401 chapter 15 Petition for Recognition of a Foreign Proceeding for each of the Debtors and the Verified Petition for Recognition of Foreign Main Proceeding and Related Relief (together with all exhibits, declarations and other documents appended thereto or filed in connection therewith, the “Petition for Recognition”) commencing chapter 15 cases ancillary to the Canadian Proceeding and seeking (i) recognition

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<sup>1</sup> The last four digits of the Employer Identification Number or Canadian Business Number, as appropriate, for each debtor follow in parentheses: PT Holdco, Inc. (3731), PTUS, Inc. (0542), Primus Telecommunications, Inc. (4563), Lingo, Inc. (7778), and Primus Telecommunications Canada, Inc. (5618).

<sup>2</sup> The Monitor was appointed as monitor of the Debtors pursuant to provisions of Canada’s Companies’ Creditors Arrangement Act (the “CCAA”), R.S.C. 1985, c. C-36, the statute under which the Debtors have been granted relief from creditors. An initial order was entered on January 19, 2016 in the Ontario Superior Court of Justice by the Honourable Mr. Justice Penny, Court File No. CV-16-11257-OOCL, 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. (“Initial Order”).

of such foreign proceeding as a “foreign main proceeding” and (ii) relief in aid of the Canadian Proceeding in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) with respect to the Debtors, including certain additional relief pursuant to sections 105, 362, 363, 365, 1507 and 1521 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that a copy of the Petition for Recognition, along with: (i) the lists required to be filed with the Petition for Recognition pursuant to Bankruptcy Rule 1007(a)(4); (ii) the Declaration of Nigel D. Meakin, Senior Managing Director of FTI, the Foreign Representative for the foreign proceeding required to be filed pursuant to Bankruptcy Code section 1515; (iii) Order Scheduling Hearing on Petition for Recognition and Specifying Form and Manner of Notice of Hearing; and (iv) Initial Order (collectively, the “Supporting Documents”) are available at <http://cfcanada.fticonsulting.com/primus/default.htm>, and by request to U.S. Counsel to the Monitor, Elliott Greenleaf, P.C. (Attention: Shelley A. Kinsella, Esq., Email: [sak@elliottgreenleaf.com](mailto:sak@elliottgreenleaf.com) or Telephone: (302) 384-9400).

**PLEASE TAKE FURTHER NOTICE** that, upon a hearing on January 21, 2016 and pursuant to Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code [D.I. 9] (the “Provisional Relief Order”), a copy of which is served upon you herewith, the Bankruptcy Court has scheduled a hearing regarding the extension of provisional relief granted therein on **February 4, 2016 at 2:00 p.m. (Eastern Time)** (the “Provisional Relief Hearing”) before Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6<sup>th</sup> Floor, Courtroom #2, Wilmington, Delaware, 19801, U.S.A. The Provisional Relief Hearing will address the continuation of provisional relief granted by the Provisional Relief Order until the Recognition

Hearing (defined and described below) through February 19, 2016 or to such time as the hearing on February 19, 2016 is continued or rescheduled, if any.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the extension of provisional relief set forth in the Provisional Relief Order must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801, U.S.A., on or before **February 1, 2016 at 4:00 p.m. (Eastern Time)** (the “Provisional Relief Objection Deadline”); and (iii) served upon Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801 (Attention: Rafael X. Zahralddin, Esq.), United States counsel to the Monitor, so as to be received on or before the Provisional Relief Objection Deadline.

**PLEASE TAKE FURTHER NOTICE** that, upon a hearing on January 21, 2016 and pursuant to the Order Scheduling Hearing on Petition for Recognition and Specifying Form and Manner of Notice of Hearing [D.I. \_\_\_] the (“Scheduling Order”), a copy of which is served upon you herewith, the Bankruptcy Court has scheduled a hearing on **February 19, 2016 at 10:00 a.m. (Eastern Time)** (the “Recognition Hearing” and, collectively with the Provisional Relief Hearing, the “Hearings”) before Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6<sup>th</sup> Floor, Courtroom #2, Wilmington, Delaware, 19801, U.S.A. The Recognition Hearing will address the Petition for Recognition and other matters related to the CCAA proceedings, including possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors’ assets. The Debtors will file any related motions on or before January 30,



2016, in accordance with the Federal Rules of Bankruptcy Procedure and all relevant and corresponding Local Rules of Bankruptcy Procedure for the District of Delaware.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the relief requested in the Petition for Recognition and/or possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors' assets must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801, U.S.A., on or before February 12, 2016 at 4:00 p.m. (Eastern Time) (the "Recognition Objection Deadline"); and (iii) served upon Elliott Greenleaf, P.C., 1105 N. Market Street, Suite 1700, Wilmington, Delaware 19801 (Attention: Rafael X. Zahralddin, Esq.), United States counsel to the Monitor, so as to be received on or before the Recognition Objection Deadline. Replies to objections must be to be filed on or before February 16, 2016 at 4:00 p.m. (Eastern Time). The notice of agenda must be filed on or before February 17, 2016 at 12:00 p.m. (Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that all parties in interest opposed to the Petition for Recognition, possible recognition of any motions made to approve the proposed sale of substantially all of the Debtors' assets or the Monitor's request for continued provisional relief must appear at the Hearings at the time and place set forth above. Further, the Hearings may be adjourned from time to time without further notice other than an announcement in open court at the Hearings of the adjourned date or dates or any further adjourned hearing.

**PLEASE TAKE FURTHER NOTICE** that parties can appear at the Hearings telephonically through CourtCall, LLC (Telephone: 866-582-6878 or Facsimile: 866-533-2946),

provided however, that if the Hearings are evidentiary hearings, the Court may require parties to attend in person to allow witnesses to be cross examined and evidence to be introduced.

PLEASE TAKE FURTHER NOTICE that the Monitor intends to raise issues pertaining to foreign law, specifically Canadian insolvency law, in connection with the Petition for Recognition; (i) recognizing the Canadian Proceeding as a foreign main proceeding pursuant to chapter 15 of the Bankruptcy Code and the Foreign representative as the Debtors' foreign representative under Bankruptcy Code sections 1509 and 1517; (ii) granting automatic relief pursuant to Bankruptcy Code section 1520; and (iii) granting other and additional relief pursuant to Bankruptcy Code sections 1507 and 1521 (a) and (b).

PLEASE TAKE FURTHER NOTICE that if no response or objection is timely filed and served as provided above, the Bankruptcy Court may grant recognition and relief requested by the Monitor without further notice. Copies of the Petition for Recognition and the Supporting Documents will be made available upon request at the office of the Monitor's United States Counsel at the address below.

Dated: January 21, 2016  
Wilmington, Delaware

ELLIOTT GREENLEAF, P.C.

---

Rafael X. Zahralddin-Aravena (DE No. 4166)  
Shelley A. Kinsella (DE No. 4023)  
Kate Harmon (DE No. 5343)  
1105 N. Market St., Ste. 1700  
Wilmington, DE 19801  
Telephone: (302) 384-9400  
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Email: rxza@elliottgreenleaf.com  
Email: sak@elliottgreenleaf.com  
Email: khh@elliottgreenleaf.com

*Attorneys for the Monitor*

# TAB E

THIS IS EXHIBIT "E" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



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Commissioner for Taking Affidavits

[Primus letterhead]

February 16, 2016

[COUNTERPARTY ADDRESS]

RE: [Primus Telecommunications Canada Inc./Primus Telecommunications, Inc./Lingo Inc.] - Contract Assignment

We are contacting you with respect to the contract dated [DATE OF CONTRACT], between [COUNTERPARTY/LETTER ADDRESSEE] ("ø") and [Primus Telecommunications Canada Inc./Primus Telecommunications, Inc./Lingo Inc.] ("Primus Canada/PTI/Lingo") (as amended, restated, renewed, extended or assigned from time to time, the "Contract").

As you may be aware, on January 19, 2016, [Primus Canada/PTI/Lingo] and certain of its affiliates (together or individually, the "Primus Entities") commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). FTI Consulting Canada Inc. was appointed as the Monitor.

Prior to the commencement of its CCAA proceedings, the Primus Entities ran a sales process for the sale of all or substantially all of their assets. We are pleased to advise that following the process, the Primus Entities and Birch Communications, Inc. ("Birch Communications") have entered into an asset purchase agreement dated January 19, 2016 (the "APA") pursuant to which the Primus Entities will sell their business and assets, and assign certain contracts to which the Primus Entities are party (the "Assumed Contracts") to Birch Communications or one or more affiliate thereof (in either case, the "Purchaser"). The Primus Entities' motion materials in connection with its motion to approve the APA will shortly be available online at <http://cfcanada.fticonsulting.com/Primus>.

You are receiving this communication because you are the counterparty to one of the Assumed Contracts. The APA contemplates the assignment by [Primus Canada/PTI/Lingo] of the Assumed Contracts in order that the Purchaser may continue the Primus Entities operations on a going concern basis following the acquisition.

Pursuant to the terms of the Contract, we hereby request your consent to the assignment of the Contract to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in late February 2016, and Birch Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing and all notices under the Contract should be addressed to:

- 2 -

Birch Communications, Inc.  
Director of Margin Assurance  
320 Interstate North Pkwy SE  
Suite 300  
Atlanta, GA 30339  
678-370-2467  
Attention: Greg Darnell

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contract to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than February 18, 2016:

FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Attention: Steve Bissell  
Email: primus@fticonsulting.com

We hope to have received consents from all counterparties to the Assumed Contracts by February 18, 2016. However, to the extent any consent with respect to any of the Assumed Contracts is not received by February 18, 2016, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA. The Primus Entities will be seeking an order for the assignment of any Assumed Contracts for which consent to assign has not been given at a motion currently scheduled to be heard February 23, 2016. If we have not received your consent by February 18, 2016, we will serve you with notice of the motion as well as the motion materials in connection with this request and evidence in support thereof.

If you have any questions about the aforementioned sale and assignment, please do not hesitate to call either me, Steven Bissell of the Monitor at (416) 649-8054, or Vlad Calina of Stikeman Elliott LLP, counsel to the Primus Entities at (416) 869-5202.

Yours very truly,

Robert Nice  
CFO, Primus Telecommunications Canada Inc., Primus Telecommunications, Inc., Lingo Inc.

\*\*\*\*\*

- 3 -

[COUNTERPARTY/LETTER ADDRESSEE], in its capacity as party to the Contract, hereby consents to the assignment of the Contract to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contract to the contrary.

Dated \_\_\_\_\_.

[COUNTERPARTY/LETTER ADDRESSEE]

Per: \_\_\_\_\_

Name:

Title:

TAB F



THIS IS EXHIBIT "F" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

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Commissioner for Taking Affidavits

Court File No. CV-16-11257-00CL

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)

SERVICE LIST

GENERAL	
<p>STIKEMAN ELLIOTT LLP                      5300 Commerce Court West                      199 Bay Street                      Toronto, ON M5L 1B9</p>	<p>Samantha Horn                      Tel: (416) 869- 5636                      Fax: (416) 947-0866                      Email: <a href="mailto:sghorn@stikeman.com">sghorn@stikeman.com</a></p> <p>Maria Konyukhova                      Tel: (416) 869-5230                      Fax: (416) 947-0866                      Email: <a href="mailto:mkonyukhova@stikeman.com">mkonyukhova@stikeman.com</a></p> <p>Kathryn Esaw                      Tel: (416) 869-6820                      Fax: (416) 947-0866                      Email: <a href="mailto:kesaw@stikeman.com">kesaw@stikeman.com</a></p> <p>Vlad Calina                      Tel: (416) 869-5202                      Fax: (416) 947-0866                      Email: <a href="mailto:vcalina@stikeman.com">vcalina@stikeman.com</a></p>
<p>Lawyers for the Applicants</p>	

<p>FTI CONSULTING CANADA INC.  TD Waterhouse Tower  79 Wellington Street, Suite 2010  Toronto, ON M5K 1G8</p> <p>Monitor</p>	<p>Nigel D. Meakin  Tel: (416) 649-8100  Fax: (416) 649-8101  Email: <a href="mailto:nigel.meakin@fticonsulting.com">nigel.meakin@fticonsulting.com</a></p> <p>Steven Bissell  Tel: (416) 649-8100  Fax: (416) 649-8101  Email: <a href="mailto:steven.bissell@fticonsulting.com">steven.bissell@fticonsulting.com</a></p> <p>Kamran Hamidi  Tel: (416) 649-8100  Fax: (416) 649-8101  Email: <a href="mailto:kamran.hamidi@fticonsulting.com">kamran.hamidi@fticonsulting.com</a></p>
<p>BLAKE, CASSELS &amp; GRAYDON LLP  199 Bay Street  Suite 4000, Commerce Court West  Toronto, ON M5L 1A9</p> <p>Lawyers for the Monitor</p>	<p>Linc Rogers  Tel: (416) 863-4168  Fax: (416) 863-2653  Email: <a href="mailto:linc.rogers@blakes.com">linc.rogers@blakes.com</a></p> <p>Aryo Shalviri  Tel: (416) 863- 2962  Fax: (416) 863-2653  Email: <a href="mailto:aryo.shalviri@blakes.com">aryo.shalviri@blakes.com</a></p>
<p>DAVIES WARD PHILLIPS VINEBERG LLP  155 Wellington Street West  Toronto, ON M5V 3J7</p> <p>Lawyers for the Bank of Montreal, as  Administrative Agent for the Syndicate</p>	<p>Natasha MacParland  Tel: (416) 863 5567  Fax: (416) 863 0871  Email: <a href="mailto:nmacparland@dwpv.com">nmacparland@dwpv.com</a></p>
<p>FOGLER, RUBINOFF LLP  77 King Street West  Suite 3000, P.O. Box 95  TD Centre  Toronto, ON M5K 1G8</p> <p>Lawyers for Manulife Insurance Company, as  Collateral Agent</p>	<p>Greg Azeff  Tel: (416) 365-3716  Fax: (416) 941-8852  Email: <a href="mailto:gazeff@foglers.com">gazeff@foglers.com</a></p>

<p>GOODMANS LLP 1033 Bay Street, Suite 313 Toronto, Ontario M5S 3A5</p> <p>Lawyers for Birch Communications Inc.</p>	<p>Brendan O'Neill Tel: (416) 849-6017 Fax: (416) 979-1234 Email: <a href="mailto:boneill@goodmans.ca">boneill@goodmans.ca</a></p>
<p>LERNERS LLP 130 Adelaide Street West, Suite 2400 Toronto, Ontario M5H 3P5</p> <p>Lawyers for Origin Merchant Partners</p>	<p>Domenico Magisano Tel: (416) 601-4121 Fax: (416) 601-4123 Email: <a href="mailto:dmagisano@lernalers.ca">dmagisano@lernalers.ca</a></p> <p>Emily Fan Tel: (416) 601-2390 Fax: (416) 867-2452 Email: <a href="mailto:dmagisano@lernalers.ca">dmagisano@lernalers.ca</a></p>
<p>MILLER THOMPSON LLP Scotia Plaza 40 King Street West, Suite 5800 Toronto, Ontario M5H 3S1</p> <p>Lawyers for Comwave Networks Inc.</p>	<p>Maurice Fleming Tel: 416.595.8686 Fax: 416.595.8695 <a href="mailto:mflaming@millerthomson.com">mflaming@millerthomson.com</a></p> <p>Eric Sherkin Tel: 416.595.8599 Fax: 416.595.8695 <a href="mailto:esherkin@millerthomson.com">esherkin@millerthomson.com</a></p>

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<p>CISCO SYSTEMS CAPITAL CANADA CO. 181 Bay St Ste 3400 Bay Tower Toronto, ON M5J2T3</p>	

GOULD LEASING LTD. 1220 Yonge Street, Suite 201 Toronto, ON M4T1W1	
TEXTRON FINANCIAL CANADA LTD 141 Adelaide Street West, Suite 1007 Toronto ON M5H 3L5	

LANDLORDS	
MCMILLAN LLP Brookfield Place, Suite 4400 181 Bay Street Toronto, M5J 2T3  Lawyers for Manulife Ontario Property Portfolio Inc.	Caitlin Fell Tel: (416) 865-7841 Fax: (416) 865-7048 Email: <a href="mailto:caitlin.fell@mcmillan.ca">caitlin.fell@mcmillan.ca</a>

GOVERNMENT AGENCIES	
CANADA REVENUE AGENCY c/O DEPARTMENT OF JUSTICE 130 King Street West, Suite 3400 Toronto, ON M5X 1K6  Lawyers for Her Majesty the Queen in right of Canada	Diane Winters Tel: (416) 973-3172 Fax: (416) 973-0810 Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a>
MINISTRY OF REVENUE (ONTARIO) 33 King Street West Oshawa, ON L1H 8H5	

<p>MINISTRY OF FINANCE (ONTARIO)  Legal Services Branch  777 Bay, St. 11<sup>th</sup> Floor  Toronto, ON M5G 2C8</p>	<p>Shemin Manji  Tel: 416.326.0964  Fax: 416.325.1460  Email: <a href="mailto:shemin.manji@ontario.ca">shemin.manji@ontario.ca</a></p> <p>Kevin O'Hara  Tel: 416.433.6934  Fax: 416.325.1460  Email: <a href="mailto:kevin.ohara@ontario.ca">kevin.ohara@ontario.ca</a></p>
<p>MINISTRY OF THE ATTORNEY GENERAL (ONTARIO)  McMurtry-Scott Building  720 Bay Street, 11th Floor  Toronto, ON M7A 2S9</p> <p>Lawyers for Her Majesty the Queen in right of  the Province of Ontario</p>	<p>Ron Carr  Tel: 416.326.2704  Fax: 416.326.4181  Email: <a href="mailto:Ronald.Carr@ontario.ca">Ronald.Carr@ontario.ca</a></p> <p>Christopher A. Wayland  Tel: 416.326.4177  Fax: 416.326.4181  Email: <a href="mailto:Christopher.Wayland@ontario.ca">Christopher.Wayland@ontario.ca</a></p>
<p>MINISTRY OF FINANCE (BRITISH COLUMBIA)  C/O MINISTRY OF JUSTICE - LEGAL SERVICES  BRANCH  1675 Douglas Street  Victoria  BC V8W 9J7</p> <p>Lawyers for Her Majesty the Queen in right of  the Province of British Columbia</p>	<p>David Hatter  Tel: (250) 387-0700  Fax: (250) 387-0700  Email: <a href="mailto:David.Hatter@gov.bc.ca">David.Hatter@gov.bc.ca</a></p> <p>Aaron Welch  Tel: (250) 356-8589  Email: <a href="mailto:Aaron.Welch@gov.bc.ca">Aaron.Welch@gov.bc.ca</a></p>
<p>MINISTRY OF FINANCE (NEW BRUNSWICK)  Chancery place  675 king street  Fredericton  E3B 1E9</p>	<p>James Turgeon (Assistant Deputy Minister)  Email: <a href="mailto:james.turgeon@gnb.ca">james.turgeon@gnb.ca</a></p>

**TAB G**

THIS IS EXHIBIT "G" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

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Commissioner for Taking Affidavits



## Zayo to Acquire Allstream | Zayo Group

Acquisition adds extensive intercity and metro fiber throughout Canada, and will establish Zayo as the only Pan-U.S./Canada Communications Infrastructure provider

**BOULDER, Colo.** – November 23, 2015 – Zayo Group Holdings, Inc. (“Zayo”) (NYSE: ZAYO), a leading provider of Communications Infrastructure services, today announced it has entered into a definitive agreement to acquire Allstream, Inc. (“Allstream”), which offers bandwidth and telecom services to business and public sector customers across Canada. Allstream is a wholly owned subsidiary of MTS, Inc. (“MTS”), Canada’s fourth largest provider of telecommunications services.

The purchase price is CAD \$465 million, representing a pre-synergized adjusted EBITDA multiple of less than five times. Allstream has approximately CAD \$600M revenue and Adjusted EBITDA (excluding restructuring charges) of approximately CAD \$100M. Zayo is primarily interested in adding Allstream’s substantial fiber and colocation assets to Zayo’s core network Communications Infrastructure business. Allstream has over 9,000 route kilometers of metro fiber network concentrated in Canada’s top five metropolitan markets, (Toronto, Montreal, Vancouver, Ottawa, and Calgary) that connect to approximately 3,300 on-net buildings. In addition, Allstream has an approximate 20,000 route kilometer long-haul fiber network connecting all major Canadian markets and 10 U.S. network access points.

In addition, Allstream operates colocation space in Toronto, Montreal, and Vancouver. “Within today’s Allstream is a robust collection of fiber networks, which are enormously valuable to both Allstream and Zayo customers,” explained Dan Caruso, chairman and CEO of Zayo. “We will unleash the full potential of these assets by combining them with Zayo’s network and focus on providing high-quality and low-cost bandwidth to help fuel the growth of Canada’s economy.”

Zayo estimates that approximately half of Allstream’s revenue is a direct fit with Zayo’s existing core business. Zayo’s investment thesis is to separate this business from other parts of Allstream, and integrate it into Zayo, using the same approach as is currently in place for Zayo UK and Zayo France. This plan includes retaining a strong Canadian brand and presence. The segmentation of the Communication Infrastructure portion of Allstream’s business (“Zayo Canada”) and follow-on reporting into Zayo’s core business segments (Dark Fiber Solutions, Colocation & Cloud Infrastructure, and Network Connectivity) will take multiple quarters to complete. “As we stand up Zayo Canada, we are targeting CAD \$300M of revenue, a 40 percent EBITDA margin, and a high single digit growth rate,” said Karl Maier, president of Zayo International. “If we achieve this outcome and apply an EBITDA multiple similar to Zayo, the value of Zayo Canada will be substantial.” Significant effort is required to establish the Zayo Canada segment, and the revenue, EBITDA margin, and growth rate targets for Zayo Canada are aspirational. Zayo’s Tranzact platform will be instrumental in the creation and success of Zayo Canada.

“As we roll Allstream’s Communications Infrastructure business into Tranzact, both Zayo and Allstream customers will have easy and seamless access to Zayo’s expansive infrastructure in North America and Europe,” said Matt Erickson, co-COO of Zayo. The other half of Allstream’s business will be organized into two additional segments: Voice and Universal Communications (approximately one third of Allstream’s revenue),

and Small Business (primarily enterprise voice). Each of these will be separated into standalone business units in parallel with the formation of Zayo Canada.

“We believe these other businesses provide valuable and important services to their customers, and the business unit focus will enable them to grow and innovate,” added Caruso. “We’ve successfully done this on prior acquisitions. The key is strong and focused leadership, appropriate management incentives, and stand-alone financial statements that allow transparency into performance.”

As part of the transaction, MTS has agreed to retain the pension obligation, and related pension plan assets, of retirees and other former employees of Allstream and has also agreed to reimburse Allstream for certain solvency funding payments related to the pension obligations of current Allstream employees. The all-cash transaction is expected to be funded with existing cash and revolving credit facility capacity and close in the first calendar year quarter of 2016, subject to customary regulatory approvals and closing conditions. RBC Capital Markets served as exclusive financial advisor and Gibson Dunn & Crutcher LLP and Borden Ladner Gervais LLP served as legal advisors to Zayo on the transaction. Zayo will host an investor call on Tuesday, November 24 at 10 a.m. ET. Meeting information will be available at: <http://investors.zayo.com/events-and-presentations>. For more information about Zayo, please visit [www.zayo.com](http://www.zayo.com).

#### **About Zayo Group**

Zayo Group Holdings, Inc. (NYSE: ZAYO) provides communications infrastructure services, including fiber and bandwidth connectivity, colocation and cloud services to the world’s leading businesses. Customers include wireless and wireline carriers, media and content companies and finance, healthcare and other large enterprises. Zayo’s 87,000-mile network in the U.S. and Europe includes extensive metro connectivity to thousands of buildings and data centers. In addition to high-capacity dark fiber, wavelength, Ethernet and other connectivity solutions, Zayo offers colocation and cloud services in its carrier-neutral data centers. Zayo provides clients with flexible, customized solutions and self-service through Tranzact, an innovative online platform for managing and purchasing bandwidth and services. For more information, visit [zayo.com](http://zayo.com).

#### **About Allstream Inc.**

Allstream is a Canadian leader in IP communications and the only national provider that works exclusively with business customers. Supported by its more than 30,000-kilometre nationwide high-performance fibre-optic network, Allstream’s communications technologies and services include a range of innovative, highly-scalable IP, Cloud and Security solutions that help organizations communicate more efficiently and profitably. Allstream is recognized for offering solutions that its competitors will not and for delivering the best customer experience among national providers. For more information on Allstream’s products and services, visit: [www.allstream.com](http://www.allstream.com).

**About MTS Inc.** MTS is Manitoba’s leading communications company, connecting people and places with wireless, high-speed Internet, TV, home phone and security services. MTS also offers a full suite of business solutions, including information technology, data storage and cloud computing through [EPIC Information Solutions](#) and [MTS Data Centres](#). Founded more than a century ago and deeply rooted in the community, MTS provides grants, scholarships, sponsorships and volunteer support to youth-serving organizations across the province through [MTS Future First](#). MTS is wholly owned by Manitoba Telecom Services Inc. (TSX: MBT). For more on MTS’s products and services, visit [www.mts.ca](http://www.mts.ca).

**Forward Looking Statements**

This press release contains a number of forward-looking statements. Words, and variations of words such as "believe," "expect," "plan," "continue," "will," "should," and similar expressions are intended to identify our forward-looking statements. No assurance can be given that future results expressed or implied by the forward-looking statements will be achieved and actual results may differ materially from those contemplated by the forward-looking statements. These forward-looking statements involve risks and uncertainties, many of which are beyond our control. For additional information on these and other factors that could affect our forward-looking statements, see our risk factors, as they may be amended from time to time, set forth in our filings with the SEC, including our 10-K dated September 18, 2015. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this press release, except as required by applicable law or regulation.

**TAB H**

THIS IS EXHIBIT "H" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



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Commissioner for Taking Affidavits

## Zayo Completes Acquisition of Allstream

Trans-Canada routes and deep metro networks bolster Zayo's global Communications Infrastructure  
**BOULDER, Colo. – January 15, 2016** – Zayo Group Holdings, Inc. ("Zayo") (NYSE: ZAYO), the global leader in Communications Infrastructure, today announced it has closed its acquisition of Allstream, Inc. ("Allstream"), a wholly owned subsidiary of Manitoba Telecom Services Inc. (TSX: MBT), for a purchase price of CAD \$465 million. The acquisition establishes Zayo as the only Pan-U.S./Canada fiber network provider, and adds five dense metro networks to Zayo's portfolio.

The acquisition adds more than 18,000 route miles to Zayo's fiber network, including 12,500 miles of long-haul fiber connecting all major Canadian markets and 5,500 route miles of metro fiber network connecting approximately 3,300 on-net buildings concentrated in Canada's top five metropolitan markets. Zayo's global Communications Infrastructure now encompasses 110,000 route miles of high-capacity fiber, 53 data centers and connectivity to approximately 350 markets across North America and Europe. Existing and new customers have immediate access to this expansive, high-performance infrastructure. Zayo will reorganize the Allstream business and assets into two business units. The first, Zayo Canada, will own and operate the Canadian fiber and data center assets and its products and customers will align with those of Zayo. Zayo Canada will represent approximately half of Allstream's CAD \$600 million revenue base. The second business unit will include Allstream's voice, unified communications and small enterprise businesses and will retain the Allstream brand. "Our goal is to unlock the potential of Allstream's assets to generate value for customers and shareholders," said Dan Caruso, chairman and CEO of Zayo. "The new structure will enable both business units to better focus on their customers in order to grow and innovate." Zayo has selected Michael Strople, president of Allstream, to serve as managing director over both the Canadian business units. He will report to Karl Maier, president of Zayo International. They will lead the initiative to restructure into two business units, with each business unit focused on providing a great overall experience for customers and strong value creation for investors. Zayo Canada aspires to a high single-digit growth rate with a > 40% adjusted EBITDA margin, with an emphasis on executing Zayo's Communications Infrastructure business model. The overall purchase price reflects a pre-synergized adjusted EBITDA multiple of less than five times. For more information about Zayo, please visit [www.zayo.com](http://www.zayo.com). **About Zayo Group**

Zayo Group Holdings, Inc. (NYSE: ZAYO) provides communications infrastructure services, including fiber and bandwidth connectivity, colocation and cloud services to the world's leading businesses. Customers include wireless and wireline carriers, media and content companies and finance, healthcare and other large enterprises. Zayo's 110,000-mile network in North America and Europe includes extensive metro connectivity to thousands of buildings and data centers. In addition to high-capacity dark fiber, wavelength, Ethernet and other connectivity solutions, Zayo offers colocation and cloud services in its carrier-neutral data centers. Zayo provides clients with flexible, customized solutions and self-service through Tranzact, an innovative online platform for managing and purchasing bandwidth and services. For more information, visit [zayo.com](http://zayo.com).

**Forward Looking Statements** This press release contains a number of forward-looking statements. Words, and variations of words such as "believe," "expect," "plan," "continue," "will," "should," and similar expressions are intended to identify our forward-looking statements. No assurance can be given that future results

expressed or implied by the forward-looking statements will be achieved and actual results may differ materially from those contemplated by the forward-looking statements. These forward-looking statements involve risks and uncertainties, many of which are beyond our control. For additional information on these and other factors that could affect our forward-looking statements, see our risk factors, as they may be amended from time to time, set forth in our filings with the SEC, including our 10-K dated September 18, 2015. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this press release, except as required by applicable law or regulation.

To learn more, view the [Allstream FAQ](#).

**TAB I**



THIS IS EXHIBIT "I" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



---

Commissioner for Taking Affidavits

Vlad Calina

---

**From:** Wong Barker, Julie <Julie.WongBarker@allstream.com>  
**Sent:** Friday, January 29, 2016 4:37 PM  
**To:** Project Primus  
**Cc:** Strople, Michael  
**Subject:** Allstream Inc. Letter Consenting to Assignment of Primus Contracts to Birch Communications Inc.  
**Attachments:** 20160129 ALRLtr-ConsentToAsstToBirch MS-signed.pdf

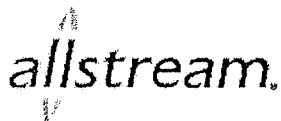
Dear Mr. Bissell:

Kindly see attached. We expect that the MTS Inc.-countersigned letter (re: pg. 2 of 4 of the attached letter) will be pending under separate cover.

Thank you,

Julie Wong Barker

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
 Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télé. 416 345 2070  
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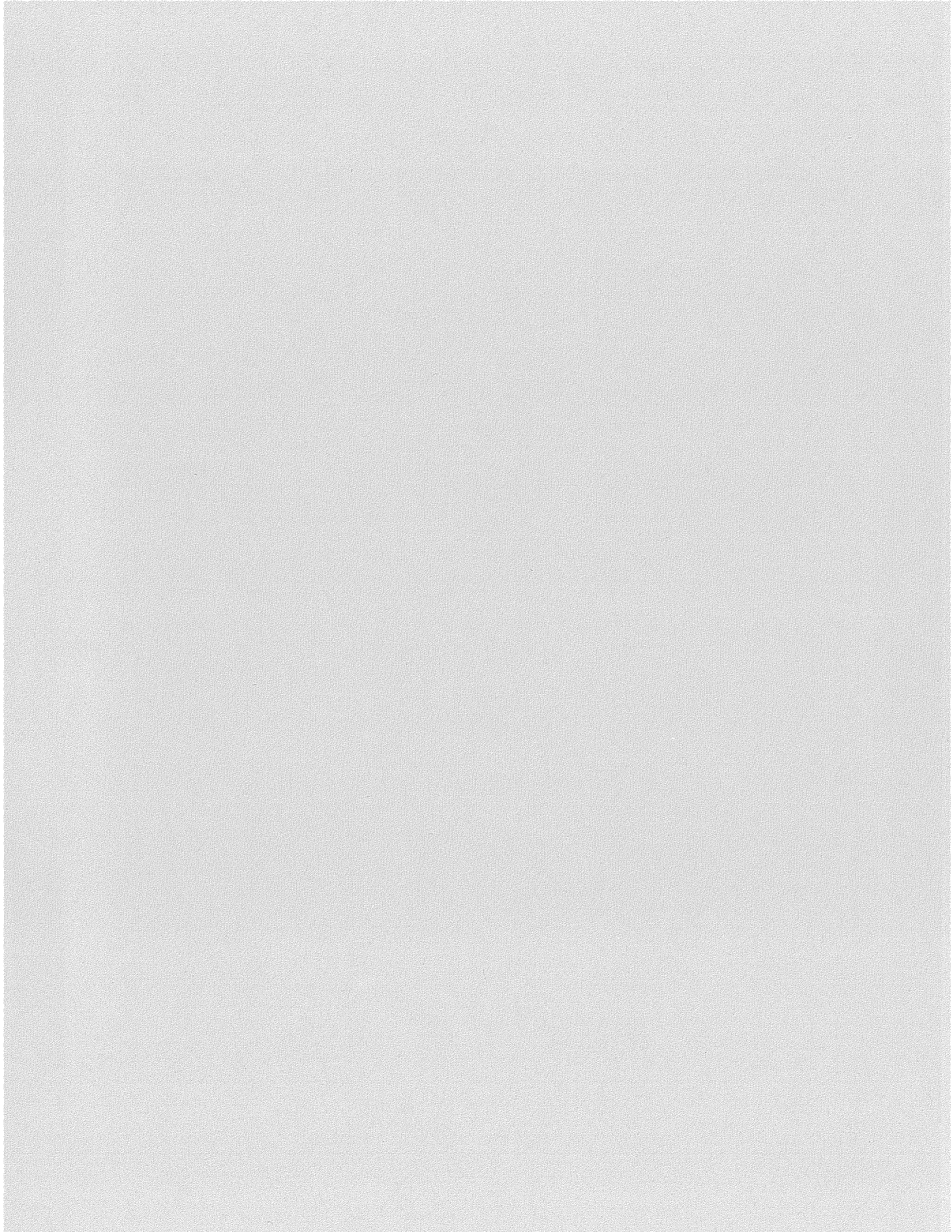


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Michael Strople  
President

Allstream Inc.  
200 Wellington Street West, Suite 1400  
Toronto, ON Canada M5V 3G2

416 644 9771 Tel  
416 345 3350 Fax  
michael.strople@allstream.com  
www.allstream.com

January 29, 2016

VIA EMAIL AND COURIER

**FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities**

Attn: Steve Bissell  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Email: primus@fticonsulting.com

Dear Mr. Bissell:

**RE: Primus letters dated January 22/26, 2016 – Contracts Assignment to Birch Communications Inc. ("Birch")**

You have sent us three (3) separate letters, one of which is dated January 22, 2016, and two of which are dated January 26, 2016. Terms not herein defined are as defined in such letters (the "Letters"), *mutatis mutandis*.

Further to the aforementioned Letters referencing agreements (the "Contracts") to be assigned and assumed by Birch, subject to our consent (or court order to assign the Assumed Contracts without consent, *per* a motion returnable on February 17, 2016 at 9:00 a.m.), you request our consent to the assignment of various Contracts to Birch, effective on the Closing Date as defined in the Asset Purchase Agreement ("APA") and expected to be in late February 2016 (the "Primus-Birch Transaction"). The Contracts referenced in the Letters are further described in the summary table attached hereto as Schedule A.

As you may be aware, what is now Allstream Inc. was formerly the Allstream national enterprise division of MTS Inc. (formerly MTS Allstream Inc., into which Allstream Corp. amalgamated in 2004, the latter of which was formerly known as AT&T Canada Corp.). Effective January 1, 2012, MTS Allstream Inc. changed its name to MTS Inc. ("MTS") and transferred its business previously operated by its Allstream division to Allstream Inc. ("Allstream"). Since that time, Primus Canada has purchased goods and/or services under the Contracts from Allstream. On January 15, 2016, Manitoba Telecom Services Inc., the parent company of each of MTS and Allstream, announced that it had completed the sale of Allstream to Zayo Group, LLC (the "Transaction"). In connection with such Transaction and to reflect the actual usage of the Contracts, MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Contracts, and Allstream wishes to assume such obligations, exercise such rights, and receive such benefits. MTS and Allstream reciprocally request your consent to these assignments and your agreement that, in consideration of Allstream's assumption of MTS' obligations under the Contracts, MTS is released from all obligations under the Contracts arising after the date first noted above (January 29, 2016).

January 29, 2016

Page 2 of 4

Accordingly, Allstream and MTS, the latter as and if applicable, in its/their capacity as party/ies to the Contracts, hereby consent(s) to the assignment of the Contracts to Birch, effective as of and subject to the closing of the Primus-Birch Transaction, and this consent is effective notwithstanding anything in the Contracts to the contrary.

In addition, but *not* subject to the closing of the Primus-Birch Transaction, we request that Primus Canada evidence its consent to MTS' assignment to Allstream of the Contracts by countersigning the enclosed and forwarding same as follows:

1. to MTS:

- a. by email to [Candace.Bishoff@mts.ca](mailto:Candace.Bishoff@mts.ca); and
- b. one originally-signed copy by regular mail to:
  - MTS Inc.
  - PO Box 6666, MP19A
  - 333 Main Street
  - Winnipeg, MB R3C 3V6
  - Attn: Candace Bishoff, General Counsel & Director Law MTS; and

2. to Allstream:

- a. by email to [Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com); and
- b. one originally-signed copy by regular mail to:
  - Allstream Inc.
  - 200 Wellington St. W. - Suite 900
  - Toronto, ON M5V 3G2
  - Attn: Mark Eklove, General Counsel & Director of Law & Privacy Allstream.

Following the aforementioned assignment of the Contracts from MTS to Allstream, Allstream will be responsible for all obligations under the Contracts arising after the date hereof, and all notices under the Contracts should be addressed to Allstream, as its details are set out in the preceding paragraph.

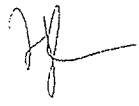
We would appreciate receiving your reply at your earliest but, in any event, no later than two weeks from the date hereof.

Yours truly,

MTS INC.

ALLSTREAM INC.

per: Name:  
Title:

  
per: Michael Strople  
President

January 29, 2016

Page 3 of 4

**To:** MTS Inc. ("MTS")/AT&T Canada Corp. ("ATT"), the latter of which was subsequently amalgamated with and now MTS

**And to:** Allstream Inc. ("Allstream")

**Re:** Contracts between Primus Telecommunications Canada Inc. ("Primus Canada") and MTS (formerly MTS Allstream Inc., into which ATT amalgamated)

We acknowledge receipt of a notice and request for consent to assign the "Contracts" attached hereto as Schedule A.

We hereby consent to the assignment by MTS to Allstream of MTS' rights, benefits and obligations under the Contracts. We agree that, in consideration of Allstream's assumption of MTS' obligations under such Contracts, MTS is released from such assigned obligations arising after January 29, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Primus Telecommunications Canada Inc.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

I/We have authority to bind Primus Telecommunications Canada Inc.

January 29, 2016

Schedule A

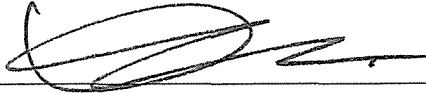
Page 4 of 4

Date of Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA
	Nov. 15, 2005	Master Agreement for CLEC-IXC Interconnection		MTSA
	July 7, 2005	Interconnection Agreement for the provision of 9-1-1 Service to a Competitive Local Exchange Carrier		Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada

**TAB J**



THIS IS EXHIBIT "J" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



---

Commissioner for Taking Affidavits

**Vlad Calina**

---

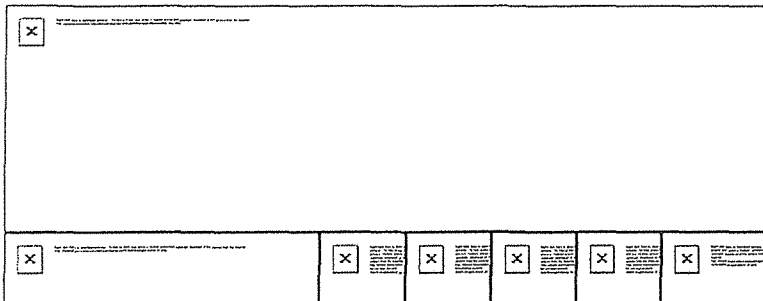
**From:** Jessome, Pauline <Pauline.Jessome@allstream.com>  
**Sent:** Friday, February 05, 2016 4:43 PM  
**To:** primus@fticonsulting.com  
**Cc:** Kyle Mitchell  
**Subject:** RE: Primus Telecommunications Canada Inc. - Contract Assignment  
**Attachments:** 16 02 05 Allstream Inc - Primus Contract Assignment.pdf

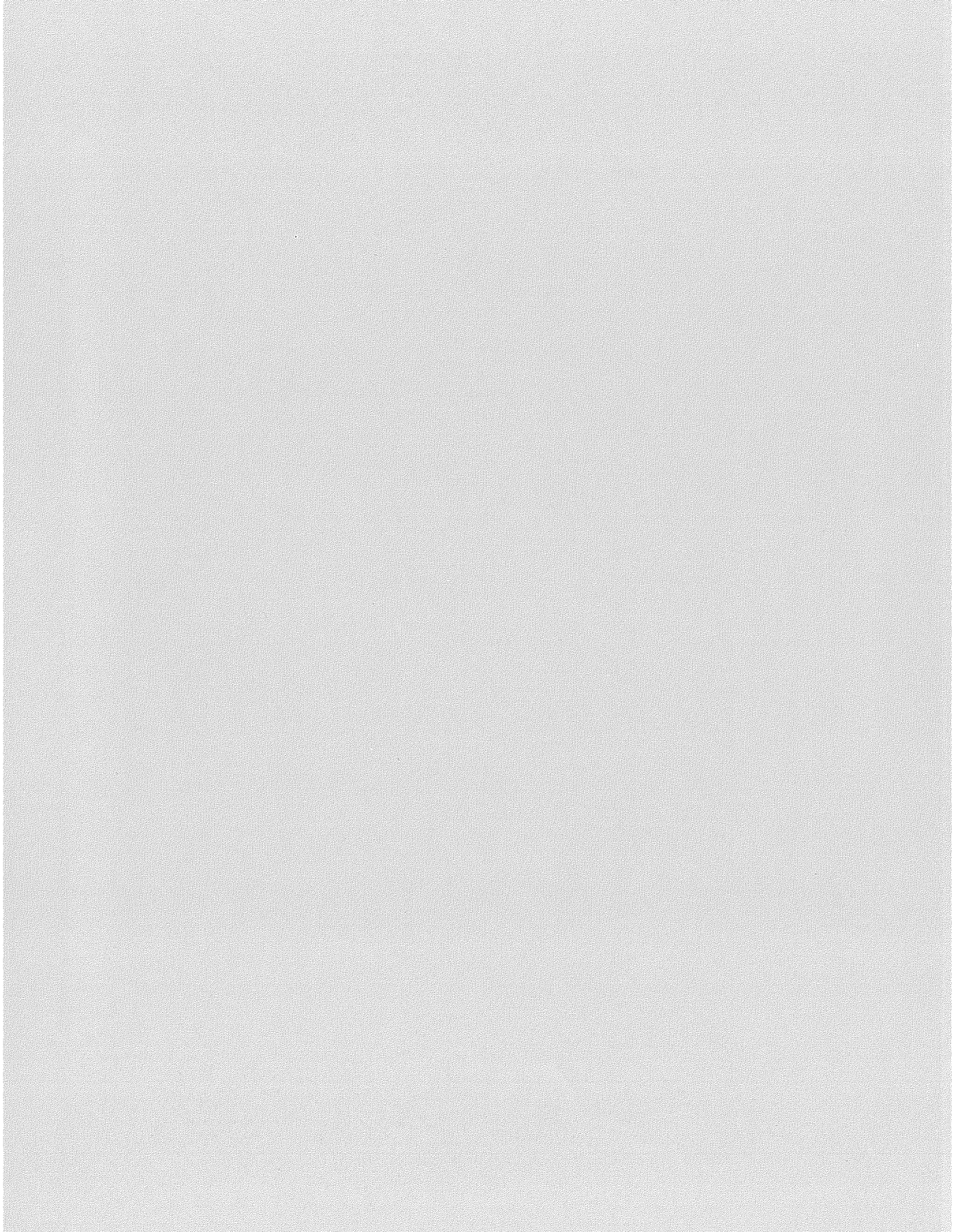
Attached, as requested, is a signed copy of the assignment form for Master Agreement for Local Interconnection, CRTC No. 1912/00 between Primus and Allstream.

If there is any problem with this document, please contact me at [regulatory@allstream.com](mailto:regulatory@allstream.com).

Regards,  
Pauline

**Pauline Jessome**  
Director, Regulatory  
Allstream  
[regulatory@allstream.com](mailto:regulatory@allstream.com)  
613 688 8791  
[www.allstream.com](http://www.allstream.com)







January 28, 2016

Pauline Jessome (Director, Regulatory)  
 Allstream Inc. ("Allstream")  
 150 Laurier Avenue West - Floor 4 150 Laurier Avenue West  
 Ottawa, ON K1P 5J4

RE: Primus Telecommunications Canada Inc. – Contract Assignment

We are contacting you with respect to the Master Agreement for Local Interconnection, CRTC No. 1912/00 and related Schedule C(s), as amended, restated, renewed, extended or assigned from time to time, the "Contract" between Allstream Inc. ("Allstream") and Primus Telecommunications Canada Inc. and its predecessors and affiliates ("Primus Canada").

As you may be aware, on January 19, 2016, Primus Canada and certain of its affiliates (together or individually, the "Primus Entities") commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). FTI Consulting Canada Inc. was appointed as the Monitor.

Prior to the commencement of its CCAA proceedings, the Primus Entities ran a sales process for the sale of all or substantially all of their assets. We are pleased to advise that following the process, the Primus Entities and Birch Communications Inc. ("Birch Communications") have entered into an asset purchase agreement dated January 19, 2016 (the "APA") pursuant to which the Primus Entities will sell their business and assets, and assign certain contracts to which the Primus Entities are party (the "Assumed Contracts") to Birch Communications or an affiliate thereof (in either case, the "Purchaser"). The Primus Entities' motion materials in connection with its motion to approve the APA will shortly be available online at <http://cfcanada.fticonsulting.com/Primus>.

You are receiving this communication because you are the counterparty to one of the Assumed Contracts. The APA contemplates the assignment by Primus Canada of the Assumed Contracts in order that the Purchaser may continue the Primus Entities operations on a going concern basis following the acquisition.

Pursuant to the terms of the Contract, we hereby request your consent to the assignment of the Contract to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in late February 2016, and Birch Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

---

Kyle Mitchell  
 Regulatory Counsel  
 5343 Dundas St. West • Suite 400 • Toronto, Ontario M9B 6K5 Canada  
 Tel: 416.207.7051 • Fax: 1-877-329-4155 Email: [KMitchell@primustel.ca](mailto:KMitchell@primustel.ca)

- 2 -

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing and all notices under the Contract should be addressed to:

Birch Communications, Inc.  
320 Interstate North Pkwy SE  
Suite 300  
Atlanta, GA 30339  
678-370-2467  
Attention: Greg Darnell

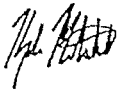
Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contract to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than February 5, 2016:

FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Attention: Steve Bissell  
Email: primus@fticonsulting.com

We hope to have received consents from all counterparties to the Assumed Contracts by February 5, 2016. However, to the extent any consent with respect to any of the Assumed Contracts is not received by February 5, 2016; in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA. The Primus Entities will be seeking an order for the assignment of any Assumed Contracts for which consent to assign has not been given at a motion currently scheduled to be heard February 17, 2016. If we have not received your consent by February 5, 2016, we will serve you with notice of the motion as well as the motion materials in connection with this request and evidence in support thereof.

If you have any questions about the aforementioned sale and assignment, please do not hesitate to call either me, Steven Bissell of the Monitor at (416) 649-8054, or Vlad Calina of Stikeman Elliott LLP, counsel to the Primus Entities at (416) 869-5202.

Yours very truly,



Kyle Mitchell  
Regulatory Counsel, Primus Telecommunications Canada Inc.

CC: iworkstation@mtsallstream.com

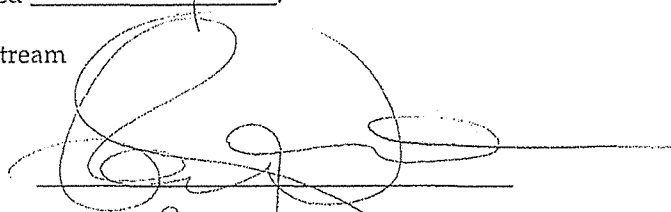
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Allstream, in its capacity as party to the Contract, hereby consents to the assignment of the Contract to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contract to the contrary.

Dated 5 February 2016.

Allstream

Per: \_\_\_\_\_

  
Name: Pauline Jessome  
Title: Director, Regulatory  
Allstream

**TAB K**

THIS IS EXHIBIT "K" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

---

Commissioner for Taking Affidavits



**Vlad Calina**

---

**From:** Wong Barker, Julie <Julie.WongBarker@allstream.com>  
**Sent:** Wednesday, February 17, 2016 4:35 PM  
**To:** Project Primus  
**Cc:** Hauptman, Naomi; Carriere, Suzanne  
**Subject:** clarifying letter from Allstream Inc./MTS Inc.  
**Attachments:** 20160217LtrConsentToAsstToBirchv2-signed.pdf

Pls see attached. Original on its way to you via courier.

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2

[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)

Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télé. 416 345 2070

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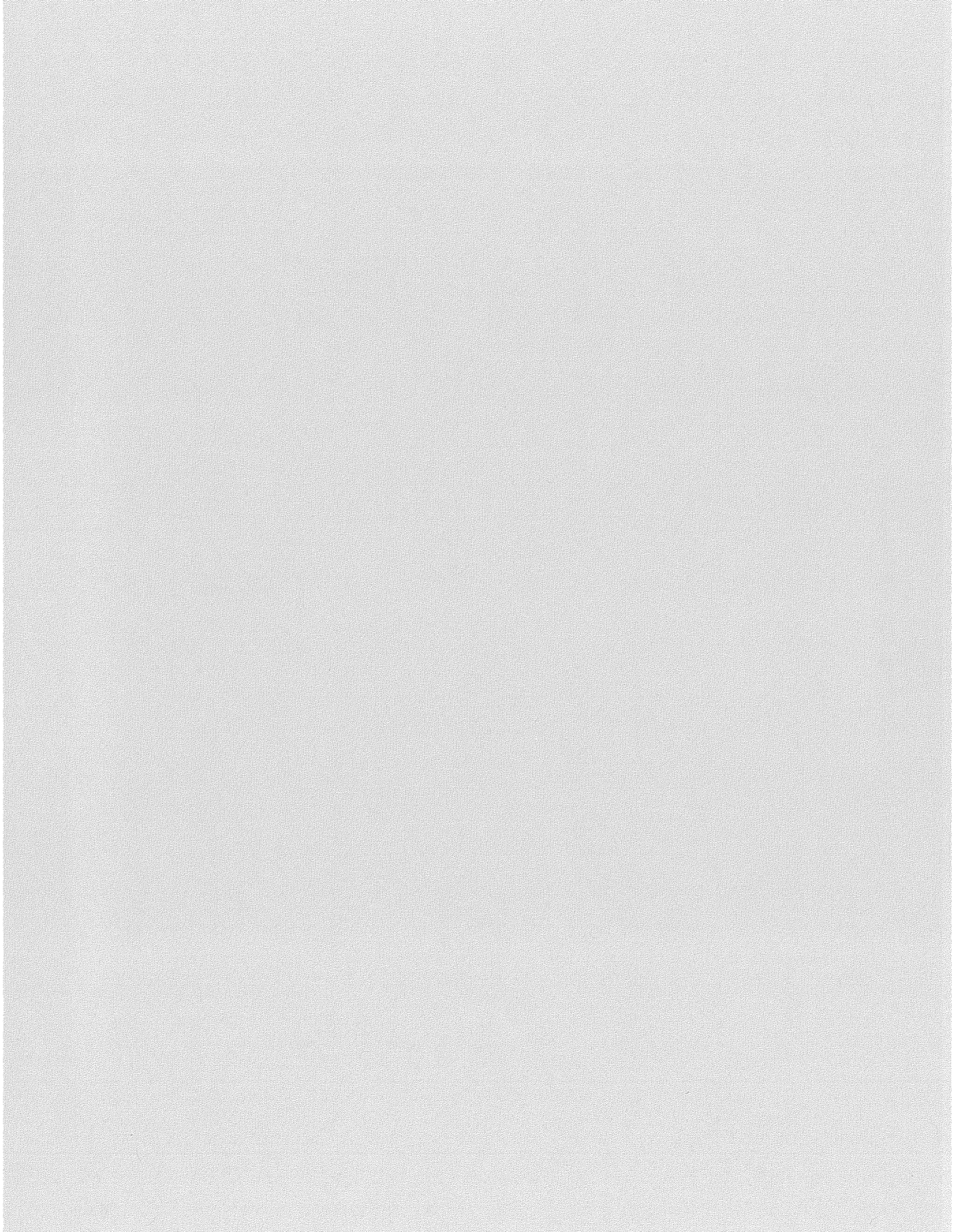
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Michael Strople  
President

Allstream Inc.  
200 Wellington Street West, Suite 1400  
Toronto, ON Canada M5V 3G2

416 644 9771 Tel  
416 345 3350 Fax  
michael.strople@allstream.com  
www.allstream.com

February 17, 2016

VIA EMAIL AND COURIER

**FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities**

Attn: Steve Bissell  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Email: primus@fticonsulting.com

Dear Mr. Bissell:

**RE: Primus letters dated January 22/26, 2016 – Contracts Assignment to Birch Communications Inc. ("Birch")**

Further to our January 29, 2016 letter to you attached hereto as Schedule B, we attach hereto a revised Schedule A of contracts for which we provide our consent to the assignment thereof to Birch (the "Contracts"). Accordingly, Allstream Inc. ("Allstream") and MTS Inc. ("MTS"), the latter as and if applicable, in its/their capacity as party/ies to the Contracts, hereby consent(s) to the assignment of the Contracts to Birch, effective as of and subject to the closing of the Primus-Birch Transaction, and this consent is effective notwithstanding anything in the Contracts to the contrary. Please note that the following two agreements have been removed from Schedule A hereto and shall remain with MTS:

- (i) Master Agreement for CLEC-IXC Interconnection dated Nov. 15, 2005, between Globility Communications Corporation ("Globility"), which was subsequently amalgamated with and now Primus Telecommunications Canada Inc. ("Primus Canada") and MTS Allstream Inc. ("MTSA"), now MTS; and
- (ii) Interconnection Agreement for the provision of 9-1-1 Service to a Competitive Local Exchange Carrier dated July 7, 2005 between Primus Canada (formerly Globility) and MTSA, now MTS.

In addition, but *not* subject to the closing of the Primus-Birch Transaction, MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories), and Allstream wishes to assume such obligations, exercise such rights, and receive such benefits. MTS and Allstream request your consent to these assignments and your agreement that, in consideration of Allstream's assumption of MTS' obligations under the applicable Contracts, MTS is released from all obligations under such Contracts arising after the date first noted above. Please evidence your consent to MTS' assignment to Allstream of the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories) by countersigning the enclosed and forwarding same as follows:

1. to MTS:

February 17, 2016

Page 2 of 5

- a. by email to [Candace.Bishoff@mts.ca](mailto:Candace.Bishoff@mts.ca); and
- b. one originally-signed copy by regular mail to:  
MTS Inc.  
PO Box 6666, MP19A  
333 Main Street  
Winnipeg, MB R3C 3V6  
Attn: Candace Bishoff, General Counsel & Director Law MTS; and

## 2. to Allstream:

- a. by email to [Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com); and
- b. one originally-signed copy by regular mail to:  
Allstream Inc.  
200 Wellington St. W. - Suite 900  
Toronto, ON M5V 3G2  
Attn: Mark Eklove, General Counsel & Director of Law & Privacy Allstream.

Following the aforementioned assignment of the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories) from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after the date hereof, and all notices under the Contracts should be addressed to Allstream, as its details are set out in the preceding paragraph.

We would appreciate receiving your reply at your earliest but, in any event, no later than two weeks from the date hereof.

Yours truly,

MTS INC.

per:  
Name:  
Title:

ALLSTREAM INC.

per:  
Name: Michael Strople  
Title: President

February 17, 2016

Page 2 of 5

- a. by email to [Candace.Bishoff@mts.ca](mailto:Candace.Bishoff@mts.ca); and
- b. one originally-signed copy by regular mail to:  
MTS Inc.  
PO Box 6666, MP19A  
333 Main Street  
Winnipeg, MB R3C 3V6  
Attn: Candace Bishoff, General Counsel & Director Law MTS; and

## 2. to Allstream:

- a. by email to [Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com); and
- b. one originally-signed copy by regular mail to:  
Allstream Inc.  
200 Wellington St. W. - Suite 900  
Toronto, ON M5V 3G2  
Attn: Mark Eklove, General Counsel & Director of Law & Privacy Allstream.

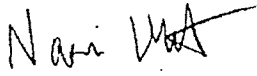
Following the aforementioned assignment of the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories) from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after the date hereof, and all notices under the Contracts should be addressed to Allstream, as its details are set out in the preceding paragraph.

We would appreciate receiving your reply at your earliest but, in any event, no later than two weeks from the date hereof.

Yours truly,

MTS INC.

ALLSTREAM INC.

  
per:  
Name: Naomi Hauptman  
Title: Legal Counsel

per:  
Name: Michael Strople  
Title: President

February 17, 2016

Page 3 of 5

To: MTS Inc. ("MTS")/AT&T Canada Corp. ("ATT"), the latter of which amalgamated with several companies to become what is now MTS

And to: Allstream Inc. ("Allstream")

Re: Contracts between Primus Telecommunications Canada Inc. ("Primus Canada") and MTS (formerly MTS Allstream Inc., into which ATT amalgamated)

We acknowledge receipt of a notice and request for consent to assign the applicable "Contracts" (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories).

We hereby consent to the assignment by MTS to Allstream of MTS' rights, benefits and obligations under the applicable Contracts. We agree that, in consideration of Allstream's assumption of MTS' obligations under such Contracts, MTS is released from such assigned obligations arising after the date first noted above (February 17, 2016).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Primus Telecommunications Canada Inc.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind Primus Telecommunications Canada Inc.

Date of Primus Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA
Not referenced in Jan. 22/26 Letters	Nov. 15, 2012	Master Agreement for LEC-IXC Interconnection	Primus Canada	Allstream Inc.
	Nov 3, 2014	Master Agreement for Interconnection between Local Exchange Carriers (LECs) (a.k.a. MAU)		

February 17, 2016

Page 5 of 5

Schedule B

January 29, 2016 Letter from Allstream Inc. to  
FTI Consulting Canada Inc., in its capacity as  
Monitor of the Primus Entities

[See attached.]





Michael Strople  
President

Allstream Inc.  
200 Wellington Street West, Suite 1400  
Toronto, ON Canada M5V 3G2

416 644 9771 Tel  
416 345 3350 Fax  
michael.strople@allstream.com  
www.allstream.com

January 29, 2016

VIA EMAIL AND COURIER

**FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities**

Attn: Steve Bissell  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Email: primus@fticonsulting.com

Dear Mr. Bissell:

**RE: Primus letters dated January 22/26, 2016 – Contracts Assignment to Birch Communications Inc. ("Birch")**

You have sent us three (3) separate letters, one of which is dated January 22, 2016, and two of which are dated January 26, 2016. Terms not herein defined are as defined in such letters (the "Letters"), *mutatis mutandis*.

Further to the aforementioned Letters referencing agreements (the "Contracts") to be assigned and assumed by Birch, subject to our consent (or court order to assign the Assumed Contracts without consent, *per* a motion returnable on February 17, 2016 at 9:00 a.m.), you request our consent to the assignment of various Contracts to Birch, effective on the Closing Date as defined in the Asset Purchase Agreement ("APA") and expected to be in late February 2016 (the "Primus-Birch Transaction"). The Contracts referenced in the Letters are further described in the summary table attached hereto as Schedule A.

As you may be aware, what is now Allstream Inc. was formerly the Allstream national enterprise division of MTS Inc. (formerly MTS Allstream Inc., into which Allstream Corp. amalgamated in 2004, the latter of which was formerly known as AT&T Canada Corp.). Effective January 1, 2012, MTS Allstream Inc. changed its name to MTS Inc. ("MTS") and transferred its business previously operated by its Allstream division to Allstream Inc. ("Allstream"). Since that time, Primus Canada has purchased goods and/or services under the Contracts from Allstream. On January 15, 2016, Manitoba Telecom Services Inc., the parent company of each of MTS and Allstream, announced that it had completed the sale of Allstream to Zayo Group, LLC (the "Transaction"). In connection with such Transaction and to reflect the actual usage of the Contracts, MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Contracts, MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Contracts, and Allstream wishes to assume such obligations, exercise such rights, and receive such benefits. MTS and Allstream reciprocally request your consent to these assignments and your agreement that, in consideration of Allstream's assumption of MTS' obligations under the Contracts, MTS is released from all obligations under the Contracts arising after the date first noted above (January 29, 2016).

January 29, 2016

Page 2 of 4

Accordingly, Allstream and MTS, the latter as and if applicable, in its/their capacity as party/ies to the Contracts, hereby consent(s) to the assignment of the Contracts to Birch, effective as of and subject to the closing of the Primus-Birch Transaction, and this consent is effective notwithstanding anything in the Contracts to the contrary.

In addition, but *not* subject to the closing of the Primus-Birch Transaction, we request that Primus Canada evidence its consent to MTS' assignment to Allstream of the Contracts by countersigning the enclosed and forwarding same as follows:

1. to MTS:

- a. by email to [Candace.Bishoff@mts.ca](mailto:Candace.Bishoff@mts.ca); and
- b. one originally-signed copy by regular mail to:
  - MTS Inc.
  - PO Box 6666, MP19A
  - 333 Main Street
  - Winnipeg, MB R3C 3V6
  - Attn: Candace Bishoff, General Counsel & Director Law MTS; and

2. to Allstream:

- a. by email to [Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com); and
- b. one originally-signed copy by regular mail to:
  - Allstream Inc.
  - 200 Wellington St. W. - Suite 900
  - Toronto, ON M5V 3G2
  - Attn: Mark Eklove, General Counsel & Director of Law & Privacy Allstream.

Following the aforementioned assignment of the Contracts from MTS to Allstream, Allstream will be responsible for all obligations under the Contracts arising after the date hereof, and all notices under the Contracts should be addressed to Allstream, as its details are set out in the preceding paragraph.

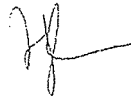
We would appreciate receiving your reply at your earliest but, in any event, no later than two weeks from the date hereof.

Yours truly,

MTS INC.

ALLSTREAM INC.

per: Name:  
Title:

  
per: Michael Strople  
President

January 29, 2016

Page 3 of 4

To: MTS Inc. ("MTS")/AT&T Canada Corp. ("ATT"), the latter of which was subsequently amalgamated with and now MTS

And to: Allstream Inc. ("Allstream")

Re: Contracts between Primus Telecommunications Canada Inc. ("Primus Canada") and MTS (formerly MTS Allstream Inc., into which ATT amalgamated)

We acknowledge receipt of a notice and request for consent to assign the "Contracts" attached hereto as Schedule A.

We hereby consent to the assignment by MTS to Allstream of MTS' rights, benefits and obligations under the Contracts. We agree that, in consideration of Allstream's assumption of MTS' obligations under such Contracts, MTS is released from such assigned obligations arising after January 29, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Primus Telecommunications Canada Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind Primus Telecommunications Canada Inc.

January 29, 2016

Schedule A

Page 4 of 4

Date of Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof	
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")	
Jan. 26, 2016	1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T	
	1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound		Allstream Inc.	
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")	
	1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA	
	Nov. 15, 2005	Master Agreement for CLEC-IXC Interconnection		MTSA	
	July 7, 2005	Interconnection Agreement for the provision of 9-1-1 Service to a Competitive Local Exchange Carrier		Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	MTSA

**TAB L**

THIS IS EXHIBIT "L" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016



---

Commissioner for Taking Affidavits



TAB M



THIS IS EXHIBIT "M" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several loops and a trailing line, positioned above a horizontal line.

---

Commissioner for Taking Affidavits

## Maria Konyukhova

---

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-01-16 2:46 PM  
**To:** Kyle Mitchell  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

It all makes perfect sense to me. I'm obliged to deal with something else first. This is next on my list!

Thanks for our call. It was a pleasure chatting with you.

**Julie Wong Barker**  
 Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
 Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télec. 416 345 2070  
 \*Please note new suite number./Veuillez noter le nouveau numéro de bureau.



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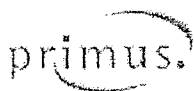
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**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 2:45 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

Hi Julie – I was just following up to see if there's any updates on your end. Please let me know if you'd like to discuss.



**Kyle Mitchell**  
 Regulatory Counsel  
 T: 416 207 7051 F: 1-877-329-4155  
 E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-01-16 11:16 AM  
**To:** Kyle Mitchell  
**Cc:** Eklove, Mark

**Subject:** FW: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request  
**Importance:** High

Hi Kyle,

Mark (copied) flipped me your note. Haven't had a chance to read closely.

Shall I call you at 416.207.7051 at 11:30am? I'm offsite, not in my normal office.

Thanks,  
 Julie

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue

200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*

Toronto, ON Canada M5V 3G2

[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)

Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télé. 416 345 2070

*\*Please note new suite number./Veuillez noter le nouveau numéro de bureau.*



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**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]

**Sent:** Tuesday, March 01, 2016 10:59 AM

**To:** Eklove, Mark <[Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com)>

**Subject:** Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

**Importance:** High

Hello Mark,

Please see the attached clarifying letter concerning Allstream's letter dated February 17 2016, as well as the attachments referenced therein.

I'm sorry this is on short notice, but is it possible to connect for a call at 11:30am today to discuss?

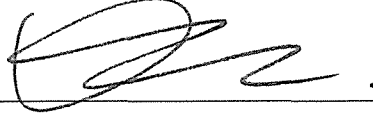
Thanks and please let me know of your availability.

Sincerely,



**TAB N**

THIS IS EXHIBIT "N" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and a final flourish.

---

Commissioner for Taking Affidavits

**Vlad Calina**

---

**From:** Kyle Mitchell <KMitchell@primustel.ca>  
**Sent:** Tuesday, March 01, 2016 4:51 PM  
**To:** Wong Barker, Julie  
**Subject:** Re: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

I really appreciate it. Thanks so much Julie.

Kyle Mitchell  
 Regulatory Counsel  
 T: 416.207.7051 F: 1-877-329-4155

**From:** Wong Barker, Julie  
**Sent:** Tuesday, March 1, 2016 4:45 PM  
**To:** Kyle Mitchell  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

I'm fine with it, but I made some tweaks (including that the letter didn't have our signature block as "Allstream Inc.", so I added in the "Inc."). Pls see attached.

Have emailed Mike Strople for his signature. Pls stay tuned.

**Julie Wong Barker**  
 Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
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**From:** Kyle Mitchell [mailto:KMitchell@primustel.ca]  
**Sent:** Tuesday, March 01, 2016 3:43 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

Absolutely it would help – thank you. Whichever way is easiest (no hard copy is necessary).

I will prepare the Schedule D form to email in return (and will follow up with regular mail originals).



Kyle Mitchell  
Regulatory Counsel  
T: 416.207.7051 F: 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

---

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-01-16 3:40 PM  
**To:** Kyle Mitchell  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

It's proving difficult. I can email it to Strople tonight. Hopefully he can sign tonight and email it back to me. Might that help?

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
Toronto, ON Canada M5V 3G2

[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)

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---

**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 3:39 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

Hi Julie – I'm sorry to email again as I know you're busy, but is it possible for you to confirm this can be addressed today (you mentioned there may be some logistics involved as you're out of office). I'm just hoping to provide a timeline to the various stakeholders here in light of our deadlines.





Kyle Mitchell  
Regulatory Counsel  
T: 416.207.7051 F: 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

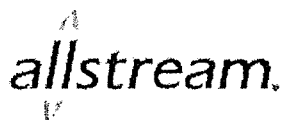
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**Sent:** March-01-16 2:46 PM  
**To:** Kyle Mitchell  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

It all makes perfect sense to me. I'm obliged to deal with something else first. This is next on my list!

Thanks for our call. It was a pleasure chatting with you.

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
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[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
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**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 2:45 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request

Hi Julie – I was just following up to see if there's any updates on your end. Please let me know if you'd like to discuss.



Kyle Mitchell  
Regulatory Counsel  
T: 416.207.7051 F: 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-01-16 11:16 AM  
**To:** Kyle Mitchell  
**Cc:** Eklove, Mark  
**Subject:** FW: Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request  
**Importance:** High

Hi Kyle,

Mark (copied) flipped me your note. Haven't had a chance to read closely.

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Thanks,  
 Julie

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
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**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 10:59 AM  
**To:** Eklove, Mark <[Mark.Eklove@allstream.com](mailto:Mark.Eklove@allstream.com)>  
**Subject:** Primus Clarifying Letter and Consent to MTS-Allstream Assignment Request  
**Importance:** High

Hello Mark,

Please see the attached clarifying letter concerning Allstream's letter dated February 17 2016, as well as the attachments referenced therein.

I'm sorry this is on short notice, but is it possible to connect for a call at 11:30am today to discuss?

Thanks and please let me know of your availability.

Sincerely,



Kyle Mitchell  
Regulatory Counsel  
T: 416.207.7051 F: 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)



---

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For more information regarding this message, visit us on  
<http://www.primustel.ca/fr/legal/cs.htm>

**TAB O**

THIS IS EXHIBIT "O" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned above a horizontal line.

---

Commissioner for Taking Affidavits



March 1, 2016

VIA EMAIL

Allstream Inc.  
 200 Wellington Street West, Suite 1400  
 Toronto, ON Canada M5V 3G2  
 Attn: Mark Eklove  
 General Counsel & Director of Law & Privacy

**RE: Primus Telecommunications Canada Inc. - Contract Assignment**

This letter consolidates and replaces the letter dated 17 February 2016 regarding the contracts between Allstream Inc. ("Allstream") and Primus Telecommunications Canada Inc. and its predecessors and affiliates ("Primus Canada") that are listed on "Attachment A" to this letter, in each case, as amended, restated, renewed, extended or assigned from time to time (the "Allstream Contracts"). Primus requests Allstream's consent to assign the Allstream Contracts pursuant to the transaction described in greater detail below. For ease of reference, a copy of Allstream's letter dated 17 February 2016 is appended as "Attachment B" to this letter.

Similarly and for your information, Primus and MTS Inc. ("MTS") have corresponded regarding the assignment of certain contracts between Primus and MTS (the "MTS Contracts"). Specifically, in a letter dated 8 February 2016, MTS granted its consent for Primus to assign the MTS Contracts pursuant to the transaction described in greater detail below. For ease of reference, a copy of MTS' letter dated 8 February 2016 is appended as "Attachment C" to this letter.

Finally, Primus understands that MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Allstream Contracts (i.e., those contracts listed in Attachment A to this letter with MTSA and AT&T Canada Corp. as signatories), and that Allstream wishes to assume such obligations, exercise such rights, and receive such benefits (the "MTS-Allstream Assignment Request"). Effective the date of your signature below, Primus consents to the assignment of these contracts to Allstream, the form of which is appended as "Attachment D" to this letter. Primus will provide original signed copies of Attachment D evidencing its consent to the MTS-Allstream Assignment Request via email and regular mail by way of separate cover.

As you are aware, on January 19, 2016, Primus Canada and certain of its affiliates (together or individually, the "Primus Entities") commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). FTI Consulting Canada Inc. was appointed as the Monitor.

---

**Kyle Mitchell**  
 Regulatory Counsel  
 5343 Dundas St. West • Suite 400 • Toronto, Ontario M9B 6K5 Canada  
 Tel: 416.207.7051 • Fax: 1-877-329-4155 Email: [KMitchell@primustel.ca](mailto:KMitchell@primustel.ca)

- 2 -

Prior to the commencement of its CCAA proceedings, the Primus Entities ran a sales process for the sale of all or substantially all of their assets. We are pleased to advise that following the process, the Primus Entities and Birch Communications Inc. ("Birch Communications") have entered into an asset purchase agreement dated January 19, 2016 (the "APA") pursuant to which the Primus Entities will sell their business and assets, and assign certain contracts to which the Primus Entities are party (the "Assumed Contracts") to Birch Communications or an affiliate thereof (in either case, the "Purchaser"). The Primus Entities' motion materials in connection with its motion to approve the APA will shortly be available online at <http://cfcanada.fticonsulting.com/Primus>.

You are receiving this communication because you are the counterparty to one or more of the Assumed Contracts. The APA contemplates the assignment by Primus Canada of the Assumed Contracts in order that the Purchaser may continue the Primus Entities operations on a going concern basis following the acquisition.

Pursuant to the terms of the Contracts, we hereby request your consent to the assignment of the Contracts to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in March 2016, and Birch Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing and all notices under the Contracts should be addressed to:

Birch Communications, Inc.  
320 Interstate North Pkwy SE  
Suite 300  
Atlanta, GA 30339  
678-370-2467  
Attention: Greg Darnell

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contracts to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than March 1, 2016:

FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Attention: Steve Bissell  
Email: [primus@fticonsulting.com](mailto:primus@fticonsulting.com)

We hope to have received consents from all counterparties to the Assumed Contracts. However, to the extent any consent with respect to any of the Assumed Contracts is not received, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA.

- 3 -

If you have any questions about the aforementioned sale and assignment, please do not hesitate to call either me, Steven Bissell of the Monitor at (416) 649-8054, or Vlad Calina of Stikeman Elliott LLP, counsel to the Primus Entities at (416) 869-5202.

Yours very truly,

Kyle Mitchell  
Regulatory Counsel, Primus Telecommunications Canada Inc.

\*\*\*\*\*

Allstream, in its capacity as party to the Allstream Contracts identified on Attachment A to this letter, hereby consents to the assignment of the Allstream Contracts to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contracts to the contrary.

Dated \_\_\_\_\_.

Allstream

Per: \_\_\_\_\_


Name:

Title:



TAB P

THIS IS EXHIBIT "P" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Commissioner for Taking Affidavits

**Vlad Calina**

---

**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 5:28 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: signed ltr

Thank you for this Julie – and for the quick turnaround, it's greatly appreciated. Please find our signed consent attached in turn.



Kyle Mitchell  
 Regulatory Counsel  
 T: 416.207.7051 F: 1-877-329-4155  
 E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

---

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-01-16 5:17 PM  
**To:** Kyle Mitchell  
**Subject:** signed ltr  
**Importance:** High

FYI

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
 Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télec. 416 345 2070  
 \*Please note new suite number./Veuillez noter le nouveau numéro de bureau.



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**TAB Q**

THIS IS EXHIBIT "Q" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

Commissioner for Taking Affidavits



March 1, 2016

VIA EMAIL

Allstream Inc.  
 200 Wellington Street West, Suite 1400  
 Toronto, ON Canada M5V 3G2  
 Attn: Mark Eklove  
 General Counsel & Director of Law & Privacy

RE: Primus Telecommunications Canada Inc. – Contract Assignment

This letter consolidates and replaces the letter dated 17 February 2016 regarding the contracts between Allstream Inc. ("Allstream") and Primus Telecommunications Canada Inc. and its predecessors and affiliates ("Primus Canada") that are listed on "Attachment A" to this letter, in each case, as amended, restated, renewed, extended or assigned from time to time (the "Allstream Contracts"). Primus requests Allstream's consent to assign the Allstream Contracts pursuant to the transaction described in greater detail below. For ease of reference, a copy of Allstream's letter dated 17 February 2016 is appended as "Attachment B" to this letter.

Similarly and for your information, Primus and MTS Inc. ("MTS") have corresponded regarding the assignment of certain contracts between Primus and MTS (the "MTS Contracts"). Specifically, in a letter dated 8 February 2016, MTS granted its consent for Primus to assign the MTS Contracts pursuant to the transaction described in greater detail below. For ease of reference, a copy of MTS' letter dated 8 February 2016 is appended as "Attachment C" to this letter.

Finally, Primus understands that MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Allstream Contracts (i.e., those contracts listed in Attachment A to this letter with MTSA and AT&T Canada Corp. as signatories), and that Allstream wishes to assume such obligations, exercise such rights, and receive such benefits (the "MTS-Allstream Assignment Request"). Effective the date of your signature below, Primus consents to the assignment of these contracts to Allstream, the form of which is appended as "Attachment D" to this letter. Primus will provide original signed copies of Attachment D evidencing its consent to the MTS-Allstream Assignment Request via email and regular mail by way of separate cover.

As you are aware, on January 19, 2016, Primus Canada and certain of its affiliates (together or individually, the "Primus Entities") commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). FTI Consulting Canada Inc. was appointed as the Monitor.

---

Kyle Mitchell  
 Regulatory Counsel  
 5343 Dundas St. West • Suite 400 • Toronto, Ontario M9B 6K5 Canada  
 Tel: 416.207.7051 • Fax: 1-877-329-4155 Email: [KMitchell@primustel.ca](mailto:KMitchell@primustel.ca)

- 2 -

Prior to the commencement of its CCAA proceedings, the Primus Entities ran a sales process for the sale of all or substantially all of their assets. We are pleased to advise that following the process, the Primus Entities and Birch Communications Inc. ("Birch Communications") have entered into an asset purchase agreement dated January 19, 2016 (the "APA") pursuant to which the Primus Entities will sell their business and assets, and assign certain contracts to which the Primus Entities are party (the "Assumed Contracts") to Birch Communications or an affiliate thereof (in either case, the "Purchaser"). The Primus Entities' motion materials in connection with its motion to approve the APA will shortly be available online at <http://cfcanada.fticonsulting.com/Primus>.

You are receiving this communication because you are the counterparty to one or more of the Assumed Contracts. The APA contemplates the assignment by Primus Canada of the Assumed Contracts in order that the Purchaser may continue the Primus Entities operations on a going concern basis following the acquisition.

Pursuant to the terms of the Contracts, we hereby request your consent to the assignment of the Contracts to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in March 2016, and Birch Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

Following the assignment, the Purchaser will be responsible for all obligations under the Contract arising after the Closing and all notices under the Contracts should be addressed to:

Birch Communications, Inc.  
320 Interstate North Pkwy SE  
Suite 300  
Atlanta, GA 30339  
678-370-2467  
Attention: Greg Darnell

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contracts to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than **March 1, 2016**:

FTI Consulting Canada Inc., in its capacity as Monitor of the Primus Entities  
79 Wellington St. W, Suite 2010  
Toronto, ON M5K 1G8  
Attention: Steve Bissell  
Email: [primus@fticonsulting.com](mailto:primus@fticonsulting.com)

We hope to have received consents from all counterparties to the Assumed Contracts. However, to the extent any consent with respect to any of the Assumed Contracts is not received, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA.

- 3 -

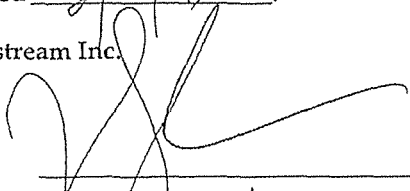
If you have any questions about the aforementioned sale and assignment, please do not hesitate to call either me, Steven Bissell of the Monitor at (416) 649-8054, or Vlad Calina of Stikeman Elliott LLP, counsel to the Primus Entities at (416) 869-5202.

Yours very truly,

Kyle Mitchell  
Regulatory Counsel, Primus Telecommunications Canada Inc.

\*\*\*\*\*

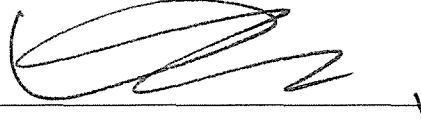
Allstream, in its capacity as party to the Allstream Contracts identified on Attachment A to this letter, hereby consents to the assignment of the Allstream Contracts to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contracts to the contrary.

Dated 3/11/16  
Allstream Inc.  
Per:   
Name: M STROPKE  
Title: MD



TAB R

THIS IS EXHIBIT "R" REFERRED  
TO IN THE AFFIDAVIT OF MICHAEL NOWLAN  
SWORN BEFORE ME,  
THIS 19<sup>TH</sup> DAY OF JULY, 2016

A handwritten signature in black ink, consisting of several overlapping loops and a trailing flourish, positioned above a horizontal line.

Commissioner for Taking Affidavits

**Vlad Calina**

---

**From:** Kyle Mitchell [mailto:KMitchell@primustel.ca]  
**Sent:** Wednesday, March 02, 2016 11:13 AM  
**To:** Wong Barker, Julie  
**Subject:** Re: signed ltr

That's right, just the one slight change.

Kyle Mitchell  
 Regulatory Counsel  
 T: 416.207.7051 F: 1-877-329-4155

**From:** Wong Barker, Julie  
**Sent:** Wednesday, March 2, 2016 11:08 AM  
**To:** Kyle Mitchell  
**Subject:** RE: signed ltr

I assume it was just that one formatting change you made? Pls confirm? Thanks!

**Julie Wong Barker**  
 Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
 200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
 Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
 Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télé. 416 345 2070  
 \*Please note new suite number./Veuillez noter le nouveau numéro de bureau.



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**From:** Kyle Mitchell [mailto:KMitchell@primustel.ca]  
**Sent:** Wednesday, March 02, 2016 10:17 AM  
**To:** Wong Barker, Julie  
**Subject:** RE: signed ltr

Hi Julie, sorry that slipped my mind yesterday. Please see the attached and let me know if this works for you.

Thanks again for everything.



Kyle Mitchell  
Regulatory Counsel  
T: 416.207.7051 F: 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

---

**From:** Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]  
**Sent:** March-02-16 10:05 AM  
**To:** Kyle Mitchell  
**Subject:** RE: signed ltr

Pls could you see my attached comment about perhaps a formatting error?

Pls could you make the change and resend your signed letter?

**Julie Wong Barker**

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue  
200 Wellington Street West – #900\*/200, rue Wellington Ouest - #900\*  
Toronto, ON Canada M5V 3G2  
[julie.wongbarker@allstream.com](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://www.allstream.com)  
Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télec. 416 345 2070  
*\*Please note new suite number./Veuillez noter le nouveau numéro de bureau.*



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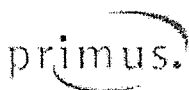


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---

**From:** Kyle Mitchell [<mailto:KMitchell@primustel.ca>]  
**Sent:** Tuesday, March 01, 2016 5:28 PM  
**To:** Wong Barker, Julie  
**Subject:** RE: signed ltr

Thank you for this Julie – and for the quick turnaround, it's greatly appreciated. Please find our signed consent attached in turn.



Kyle Mitchell  
Regulatory Counsel  
T 416.207 7051 F 1-877-329-4155  
E: [kmitchell@primustel.ca](mailto:kmitchell@primustel.ca)

[primus.ca](http://primus.ca)   

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 MICHAEL NOWLAN  
(SWORN July 19, 2016)

STIKEMAN ELLIOTT LLP  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

Maria Konyukhova LSUC#: 52880V  
Tel: (416) 869-5230  
Email: mkonyukhova@stikeman.com  
Kathryn Esaw LSUC#: 58264F  
Tel: (416) 869-6820  
Email: kesaw@stikeman.com  
Fax: (416) 947-0866

Vlad A. Calina LSUC#: 69072W  
Tel: (416) 869-5202  
Email: vcalina@stikeman.com  
Fax: (416) 947-0866

Lawyers for the Applicants

**TAB 2**

Court File No. CV 16-11257-00CL

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 July 18, 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 *July 18*  
2016.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
Kyle Mitchell

**Daniela Chang, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires April 1, 2019.**

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 *July 18, 2016*)

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**Lawyers for the Applicants**

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

Court File No. CV-16-11257-00CL

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  
COMMERCIAL LIST**

Proceeding commenced in Toronto

**RESPONDING MOTION RECORD OF THE  
APPLICANTS  
(Returnable August 9, 2016)**

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