Tab D

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9 Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Kathryn Esaw Direct: (416) 869-6820 E-mail: kesaw@stikeman.com

BY E-MAIL

February 11, 2016 File No. 138077.1001

François D. Gagnon Borden Ladner Gervais LLP 1000, rue de la Gauchetière Ouest Suite 900 Montréal, QC H3B 5H4

Dear M. Gagnon,

RE: Primus Telecommunications Canada Inc. - Contract Assignment

As you know, Primus Telecommunications Canada Inc. and certain of its affiliates (together, "Primus" or "Primus Entities") have entered into an agreement with Birch Communications, Inc. ("Birch Communications") for the sale of all or substantially all of Primus' assets. Pursuant to the asset purchase agreement dated January 19, 2016 (the "APA") between the parties, Primus will assign certain contracts to Birch Communications or one or more affiliates thereof (in each case, the "Purchaser") to which Primus is party (the "Assumed Contracts").

Further to our correspondence, I am writing to confirm with you the agreements between Primus and Bell Canada or a predecessor thereof (as amended, restated, renewed, extended or assigned from time to time, the "Contracts") to be assigned to the Purchaser by Primus, which are as listed in the appended Schedule "A". For clarity, I advise that where a Contract has an associated schedule, that schedule shall be included herein by reference unless noted otherwise. We ask that you please review and confirm that the list of Contracts (as currently set out in the appended Schedule "A" encompass all billing accounts that the Primus Entities currently have with Bell Canada or a predecessor thereof. Specifically excluded contracts, schedules or amendments are as listed in the MONTREAL appended Schedule "B".

TORONTO

OTTAWA CALGARY

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 my attention no later than February 15, 2016.

VANCOUVER **NEW YORK**

We hope to have received consents from all counterparties to the Assumed Contracts by February 15, 2016. However, to the extent any consent with respect to any of the Assumed Contracts is not received by February 15, 2016, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the

LONDON

SYDNEY

-2-STIKEMAN ELLIOTT

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 15, 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. Please include with your consent a letter detailing the existence, basis for and amount of cure costs you have calculated to be due and owing under the Contracts.

Closing of the Transaction

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.

Communications Post-Closing

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

If you have any questions about the aforementioned sale and assignment, please do not hesitate to be in touch.

Yours very truly,

Kathryn Esaw

-3-STIKEMAN ELLIOTT

Bell Canada, in its capacity as party to the Contracts, hereby consents to the assignment of the Contracts 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	i i		
Bell (Canada		
Per:		ē	
101.	Name:		

-4-STIKEMAN ELLIOTT

Schedule "A"

- 1. MCANT 1-292430451-M1 (and all applicable service schedules)
- 2. Master Communications Agreement, MWA100508 [#C1027] (and all applicable service schedules)
- 3. MCANT 1-334088971-M1 (and all applicable service schedules)
- 4. MCANT 1-79170023-M1 (and all applicable service schedules)
- 5. MCAT 124463-M (and all applicable service schedules)
- 6. MCANT 1-82516360-M1 (and all applicable service schedules)
- 7. Gateway Access Service Schedule # GAS100458
- 8. GCC Central Office License Agreement _Bell Canada_040805
- 9. MCANT 1-261124987-M1 (and all applicable service schedules)
- 10. GCC Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202
- 11. Master Agreement for CLEC-IXC Interconnection, CRTC No. 0955/00 (and all applicable schedules)
- 12. Master Agreement for Local Interconnection, CRTC No. 1944/00 (and all applicable schedules)
- 13. Basic Listing Interchange File Agreement, Dated 21 January 2004
- 14. Support Structure License Agreement, Dated 17 March 2004

-5-STIKEMAN ELLIOTT

Schedule "B"

- 1. RCM East: 1-292430451-100 (and all applicable amendments)
- 2. RCM West: 1-292430451-101 (and all applicable amendments)
- 3. RCM Business lines: 1-292430451-174 (and all applicable amendments)
- 4. WLSF: MCAT124463-35 (and all applicable amendments)
- 5. ULL Letter agreement: 1-796366479 (and all applicable amendments)

Tab E

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De: Gagnon, François D.

Envoyé: February-09-16 5:28 PM

À: Maria Konyukhova; Kathryn Esaw; linc.rogers@blakes.com; boneill@goodmans.ca

Cc: Jaipargas, Roger; Mrs. Jill Gibson; sylvia.crews@bell.ca; MNowlan@primustel.ca; Bob Nice; SHALVIRI, ARYO; Nigel

Meakin; Lori kay - Bell Canada (lori kay@bell.ca)

Objet: In the matter of the Plan of arrangment of Primus Telecommunications Canada Inc.: Bell/BCE Nexxla

Importance: Haute

Dear all,

I believe it would be very helpful to everyone if a call was organized between Bell, Primus and Birch to discuss various issues regarding the assignment of the Primus Agreement to Birch, including:

Rationale for the selection of Primus/Bell agreements that Birch does not want to assume

Potential unexpected consequences of the choices made by Birch in this respect

. Accounting implications of the assignment as it relates to services billed in advance and usage billed in arrears and the adjustment to purchase price to be made between Birch and Primus in this respect.

Use of the Primus brand going forward for identification of Primus services and hardware

Naturally, the call would be strictly without prejudice to all of the parties' rights, pending the Court approval hearing.

Please call me so that we can set it up at your earliest convenience.

Best regards.



François D. Gagnon

Partner / Associé

Tél. 514.954.2553 | F / Téléc 514.954.1905 | Mob. 514.792.5309 | Igagnon@bkg.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4



Borden Ladner Gervais LLP / S.E.N.C.R.L., S.R.L. | It begins with service / D'abord le service Calgary | Montréal | Ottawa | Toronto | Vancouver | <u>blg.com</u>

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From: To des obligations de divelogation on the order applicable. Il not stricte medical a recto personne qui destinate de message ou des finis una capa. Si de la dessiona de distant nominé de la norde personne de la la destination de la norde de la companie de la destination de la companie de la companie

De: Vlad Calina [mailto:VCalina@stikeman.com]

Envoyé: February-04-16 7:15 PM

A: Gagnon, François D.

Cc: Jaipargas, Roger; Mrs. Jill Gibson; sylvia.crews@bell.ca; linc.rogers@blakes.com; MNowlan@primustel.ca; Bob Nice;

Maria Konyukhova; Nigel Meakin; linc.rogers@blakes.com; SHALVIRI, ARYO; Kathryn Esaw

Objet: In the matter of the Plan of arrangment of Primus Telecommunications Canada Inc.: Bell/BCE Nexxia

Hi Francois:

Attached please find our revision to the post-filing agreement, in addition to a blackline to the version which you circulated previously.

Please let us know your comments at your earliest convenience.

Regards,

Vlad Calina Tel : (416) 869-5202 v dinamatikeman com

Tab F

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

Date February 11, 2016

Delivered by Email

Primus Telecommunications Canada Inc. 5343 Dundas Street West Suite 400 Toronto, Ontario M9B 6K5

Attention: Mr. Robert Nice, CFO

Dear Sir:

RE: In the Matter of a Plan of compromise or arrangement of Primus Telecommunications Canada Inc.

As you know, Bell Canada and BCE Nexxia Corp. provide various services (the "Services") to Primus Telecommunications Canada Inc. ("Primus") pursuant to various contracts, including all service schedules thereto, which include but are not limited to those set out in Schedule "A" hereto (the "Primus Agreements").

Pursuant to the Initial Order rendered by Mr. Justice Penny of the Ontario Superior Court of Justice (the "CCAA Court") dated January 19, 2016, (the "Initial Order"), Primus commenced proceedings under the Companies' Creditors Arrangement Act (the "CCAA"). FTI Consulting Canada Inc. was appointed Monitor (the "Monitor") pursuant to the terms of the Initial Order.

As you know, pursuant to the CCAA and notwithstanding the terms of the Initial Order, Bell Canada has no obligation to extend credit in connection with the provision of the Services.

Further to our discussions with you, Bell Canada is prepared to continue to provide the Services to Primus subject to the agreement of certain terms and conditions on a go-forward basis. This letter confirms the agreement (the "Agreement") amongst Bell Canada and Primus relating to the provision of Services by Bell Canada to Primus from and after January 19, 2016, billed and to be billed by Bell Canada to Primus pursuant to the Primus Agreements (the "Post-Filing Services").

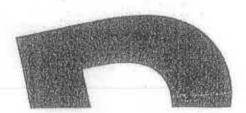






Bell Canada, BCE Nexxia Corp. and Primus agree to the following:

- 1. For the purposes hereof:
 - i) "Monthly Run Rate" shall mean the aggregate amount of all of the invoices which were or are to be issued by Bell Canada and BCE Nexxia Corp. to Primus with respect to the provision of the Services during a Contract Month, as such term is herein defined;
 - ii) "Contract Month" shall mean the period beginning on the 19th day of a month and ending on the 18th day of the following month, the first such Contract Month beginning on January 19, 2016;
 - iii) Wire Transfer Instructions shall mean the wire transfer instructions for the Canadian Dollar trust account of Bell Canada and BCE Nexxia Corp.'s attorneys', Borden Ladner Gervals LLP, set out in Schedule "B" hereto;
- Subject to the provisions of section 7 hereof, to cover the Monthly Run Rate from and after January 19, 2016, Primus shall pay the following:
 - the sum of \$3,075,000.00 on February 4, 2016 (the "Initial Payment") by way of wire transfer in accordance with the Wire Transfer Instructions. Receipt of the Initial Payment is hereby acknowledged;
 - ii) Recurrent installments in the amount of \$1,025,000.00 each, payable on the first (1st), second (2nd), third (3rd) and fourth (4th) Tuesday of each Contract Month (if a holiday, the next business day) by 4:00 p.m., commencing on Tuesday, February 9, 2016, by way of wire transfer in accordance with the Wire Transfer Instructions (each, an "Advance Payment"). Receipt of the first Advance Payment, due on February 9, 2016, is hereby acknowledged;
 - Neither the Initial Payment, the Advance Payments nor any refund owing by Bell or BCE Nexxia Corp., under this agreement shall be applied by Bell Canada or BCE Nexxia Corp. against any amounts incurred by Primus for Services rendered by Bell Canada or BCE Nexxia Corp. prior to January 19, 2016;
- In the event the Monthly Run Rate during any Contract Month exceeds the amount of the Advance Payments or Initial Payment received by Bell during said Contract Month, upon receipt of a written notice from Bell Canada to Primus, indicating the amount by which Primus' Monthly Run Rate exceeds the aggregate of the Advance Payments and/or the Initial Payment received during the previous Contract Month (the "Variance"), Primus shall pay the amount of the Variance to Bell Canada and BCE Nexxia Corp. by way of wire transfer in accordance with the Wire Transfer Instructions, (a "Variance Payment") such payment to be made within ten (10) business days after the receipt by Primus of a written notice from Bell Canada advising of such variance, unless Bell Canada receives a notice of dispute from Primus within the said ten (10) day delay. In such circumstances, Primus shall pay the uncontested portion of the Variance, if any, as provided in this section 4.







- Likewise, In the event that the Variance is negative (i.e. the Monthly Run Rate during any Contract Month is less than the aggregate of the Advance Payments and/or the Initial Payment received during said Contract Month), ten (10) business days after the receipt by Bell Canada of a written notice from Primus, indicating the amount of the negative Variance (such negative Variance, a "Credit"), and unless Primus receives a notice of dispute from Bell Canada within the said ten (10) day delay, Primus shall be entitled to i) apply such Credit against the next Advance Payment(s) or ii) repayment by Bell of the undisputed portion of the Credit, if any, if no Advance Payment is to be made;
- 6. Bell Canada and BCE Nexxia Corp. shall continue to invoice Primus in accordance with existing practices and arrangements;
- 7. Any dispute under sections 4, 5 and 6 above will be resolved with the assistance of the Monitor, failing which, by Court Order;
- 8. Confirmation of the wire transfers for the Initial Payment, each of the Advance Payments and each of the Variance Payments, if any, providing details of the electronic funds transfer, shall be provided by Primus to Bell Canada by e-mail to the following addresses:

csg_ar@bell.ca, jill.gibson@bell.ca, marllyn.hylton@bell.ca, peter.zammit@bell.ca, and jrondeau@blg.com,

as soon as practicable upon the making of the wire transfer. For greater clarity, the failure to provide such confirmation shall not, on its own, constitute an Event of Default;

9. At the expiry of each three (3) Contract Months period, the first of which began on January 19, 2016 (a "Trimester"), Bell Canada shall calculate the average Monthly Run Rate for the previous Trimester (the "Average"). The Advance Payments shall be adjusted, by written notice from Bell Canada to Primus, to 25% of the average Monthly Run Rate for the previous Trimester. Primus shall make the Advance Payments accordingly from and after receipt of such notice from Bell Canada.

Notices given by Bell Canada pursuant to this section shall Indicate the Average and the new amount of the Advance Payments;

- 10. Strictly subject to Bell Canada and BCE Nexxla Corp.'s rights, at law and in contract, and subject to the provisions of the CCAA and the Initial Order, in the event of resiliation, disclaimer, termination or assignment of any of the Primus Agreements, Bell Canada and BCE Nexxia Corp. shall:
 - in the event of resiliation, disclaimer or termination of any of the Primus Agreements, as soon as practicable, render final invoice(s) to Primus in respect of the Post-Filing Services under the Primus Agreements so resiliated, disclaimed or terminated (the "Final Invoices");



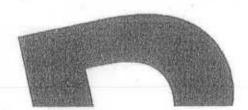




- ii) in the event of assignment of any of the Primus Agreements, as soon as practicable, provide Primus and the assignee with the breakdown of the amounts payable and paid under the assigned Primus Agreements for Post-Filing Services rendered up to the effective date of such assignment;
- iii) apply the remaining Advance Payments held by Bell Canada and/or BCE Nexxia Corp. against payment of i) the Final Invoices and/or of ii) Post-Filing Services rendered pursuant to x) Primus Agreements that have not been resillated, disclaimed, terminated or assigned and/or y) assigned Primus Agreements, but only for Post-Filing Services rendered prior to the effective date of assignment; and
- return the balance of the Advance Payments, if any, to Primus or as directed by the Monitor;

For greater certainty, Section 10 of this agreement is not to be construed as i) consent by Bell to any resiliation, disclaimer, termination or assignment of any of the Primus Agreements or ii) consent by Primus or the Monitor, to any termination of the Primus Agreements. Furthermore, and for still greater certainty, Section 10 is without prejudice to Primus' rights and remedies under the CCAA and the Initial Order;

- Any additional services outside the scope of the Primus Agreements ordered by Primus from Bell Canada or from BCE Nexxia Corp, after January 19, 2016 shall be dealt with under separate arrangements. For greater certainty, nothing herein affects Bell Canada's or BCE Nexxia Corp.'s rights and obligations to accept or refuse new activations requested by Primus pursuant to the Primus agreements or existing practices and arrangements, subject to the provisions of the CCAA and the Initial Order.
- 12. The non-payment of the Initial Payment, any Advance Payment and/or any Variance Payment, if any, in accordance with the terms set forth in this Agreement shall constitute events of default (each, an "Event of Default");
- 13. Upon the occurrence of an Event of Default which is not remedied within three (3) business days from the receipt of a written notice of default from Bell Canada to Primus and the Monltor,
 - i) Bell Canada and BCE Nexxia Corp. reserve the right to bring a motion to the CCAA Court to seek any relief they are entitled to seek, including termination of the Primus Agreements and this Agreement (the "Bell Motion"); and
 - ii) Primus and the Monitor acknowledge and agree that Bell Canada and/or BCE Nexxia Corp. shall be entitled to bring the Bell Motion before the CCAA Court on four (4) business days' notice to Primus, the Monitor and the service list in accordance with the Initial Order.







Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each, a "Notice") must be in writing, sent by personal delivery, courier, facsimile or by email and addressed:

If to Bell Canada or BCE Nexxia Corp.:

Bell Canada 5025 Creekbank Road, 2nd floor Mississauga, ON L4W 0B6

Attention:

Email:

JIII Gibson

Jill, Gibson@bell.ca

With a copy to:

Borden Ladner Gervais LLP 1000, rue De La Gauchetière Ouest Suite 900 Montréal, QC H3B 5H4

Attention:

Email:

François D. Gagnon fgagnon@blg.com

If to Primus:

Primus Telecommunications Canada Inc. 5343 Dundas Street West Suite 400 Toronto, Ontario M9B 6K5

Attention:

Email:

Robert Nice bnice@primustel.ca

With a copy to:

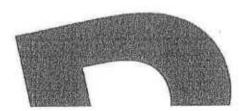
Stikeman Elliott LLP 5300 Commerce Court West 199 Bay Street Toronto, Ontario M5L 1B9

Attention:

Email:

Vlad Calina

vcalina@stikeman.com







In each case to:

FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street, Suite 2010 Toronto, Ontario M5K 1G8

Attention:

Email:

Steven Bissell

steven.bissell@fticonsulting.com

With a copy to:

BLAKE, CASSELS & GRAYDON LLP 199 Bay Street Suite 4000, Commerce Court West Toronto, Ontario M5L 1A9

Attention:

Email:

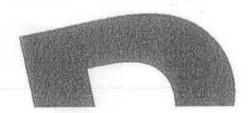
Linc Rogers

linc.rogers@blakes.com

A Notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, or (ii) if sent by email, on the business day such notice was sent.

Assuming the foregoing is satisfactory, please execute this Agreement where indicated below and return a copy to the undersigned. Once executed, this Agreement will constitute a binding agreement between each of us in accordance with its terms.

[Signature page follows]







Yours truly,

BELL CANADA

Per:

Domenica Macbola
Vice-Presidenty Customer Service

BCE NEXXIA CORP.

Per:

Name: Adel Bazerghi
Title: President

ACKNOWLEDGED AND AGREED TO as of this ______ day of February 2016.

PRIMUS TELECOMMUNICATIONS CANADA INC.

By:

Name: Robert Nice
Title: CFO

The Monitor acknowledges the terms of this Agreement as of this ______ day of February 2016.

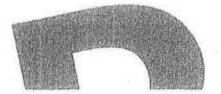
FTI CONSULTING CANADA INC., In its capacity as court-appointed Monitor of Primus

By:

Name: Nigel D. Meakin Title: Senior Managing Director

in its personal or corporate capacity

Telecommunications Canada Inc. et al. and not





SCHEDULE "A"

(The list of agreements set out below, in each case, shall include all applicable, associated or related schedules, appendices, addendum, orders, amendments, supplements, restatement and other modifications)

- 1. 1-292430451-M1 RCM Master Service Agreement
- 2. MCAT124463 Master Communications Agreement
- 3. ULL Letter agreement: 1-796366479 (Primus-Loop Letter Globility Gov_Hash_2011-0247DC)
- 4. Master Communications Agreement Non-Tariffed (Wholesale) 1-334088971-M1
- 5. MCANT 1-261124987-M1
- 6 MCANT 1-82516360-M1
- 7. Master Agreement for Local Interconnection, CRTC No. 1944/00
- 8. Master Agreement for CLEC-IXC Interconnection, CRTC No. 0955/00
- 9. Master Communications Agreement Non-tariffed 1-79170023-M1
- 10. GCC Central Office License Agreement Bell Canada 040805
- 11. GCC Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202
- 12. Basic Listing Interchange File Agreement, Dated 21 January 2004
- 13. Ethernet Access Agreement (1-246299173-M1)
- 14. Master Wholesale Agreement for Selective Channels (MWA100508)

MTL01: 3666012: vf



Schedule "B"



BORDEN LADNER GERVAIS S.E.N.C.R.L. BORDEN LADNER GERVAIS LLP

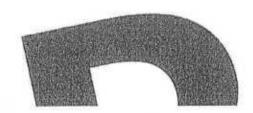
COMPTE EN FIDÉICOMMIS TRUST ACCOUNT

INSTRUCTIONS POUR VIREMENT - DOLLARS CANADIENS (CAD) WIRE INSTRUCTIONS - CANADIAN DOLLARS (CAD)

INSTITUTION BANK	Banque de Montréal Bank of Montreal		
SUCCURSALE BRANCH	Banque de Montréal 630, Boul. René-Lévesque Ouest Montréal (Québec) H3B 1S6 Téléphone : 514-877-1360	Bank of Montreal 630 West René-Lèvesque Blvd Montréal, Québec H3B 1S6 Telephone : 514-877-1360	
NUMÉRO SWIFT SWIFT NUMBER	BOFMCAM2		
NUMÉRO D'INSTITUTION BANK NUMBER	001		
NUMÈRO DE SUCCURSALE BRANCH NUMBER	02301		
NUMÉRO DE COMPTE ACCOUNT NUMBER	1215-610		
RÉFÉRENCE REFERENCE	Borden Ladner Gervais s.r.l 1000, rue de la Gauchetière O. Bureau 900 Montréal (Québec) H3B 5H4	Borden Ladner Gervais LLP 1000 Wost de la Gauchetière Suite 900 Montréal, Québec H3B 5H4	

^{***}Please send your deposit detail via e-mail to: jrondeau@big.com or by fax to (514) 954-1905***
S.v.p. euvoyer les détails de votre dépôt par courriel à jrondeau@big.com ou par télécopie au (514) 954-1905).

MTL01: 3612255; v7A





Tab G

THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De: Gagnon, François D.

Envoyé: February-23-16 8:57 AM

À: linc.rogers@blakes.com; Maria Konyukhova < MKonyukhova@stikeman.com > (MKonyukhova@stikeman.com); Liu,

Victor (vliu@goodmans.ca); boneill@goodmans.ca

Cc: Jaipargas, Roger; jill.gibson@bell.ca; Sylvia Crews (sylvia.crews@bell.ca); Lori kay - Bell Canada (lori.kay@bell.ca);

Mihaljevic, Ivan; Bourque, Michelle (6050740); Darnell, Greg (Greg.Darnell@birch.com); Emener, Scott

(Scott.Emener@birch.com) (Scott.Emener@birch.com); Robin Constantin (robin.constantin@bell.ca); Bob Nice

(BNice@primustel.ca) (BNice@primustel.ca); Ramka, Walter (9763936); Peter Zammit (peter.zammit@bell.ca); Laurence,

Marc Andre (6049924)

Objet: RE: Primus and Bell

Dear all,

We wish to advise that a material amount has been omitted as relates to Cure Costs on the Excluded Contracts.

Indeed, it appears that an aggregate amount of \$436,352 was agreed to by Primus on December 30, 2015 with respect to shortfall calculations for 2015 under certain Excluded Contracts, as is confirmed in the enclosed chain of emails.

This amount was to be billed in January 2016, but as a result of the Initial order, billing of this amount was unfortunately suspended. Our client believed that this amount had already been invoiced and therefore formed part of the pre-filing indebtedness. The fact that this amount had not been billed was only brought to our client's attention yesterday.

Therefore, the revised schedule of Cure Costs under the Assigned Contracts and the Excluded Contracts is now as follows:

Account	Pre-filing (Cure Costs)					
	All contracts	Assigned Contracts	Excluded Contracts	Currency		
Primus	\$2,569,451.23	\$1,882,689.47	\$1,123,113.76	CDN\$		
Globility	\$245,549.95	\$93,797.73	\$151,752.22	CDN\$		
Hmnet	\$19,606.41	\$19,606.41		CDN\$		
Sub-Total	\$2,834,607.59	\$1,996,093.62	\$1,274,865.98	CND\$		
Primus US\$	\$36,731.02	\$36,731.02	\$ 1000000000000000000000000000000000000	US\$		

These amounts remain subject to change, principally as relates to usage by Primus during the period prior to Jan. 19th, 2016 and which has not been invoiced yet (because of billing cycles). The variance should not be material.

Best regards.



François D. Gagnon

Partner / Associé

Tél 514.954.2553 | F / Téléc 514.954.1905 | Mob. 514.792.5309 | Igagnon Debig com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4

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De: Gagnon, François D.

Envoyé: February-17-16 4:19 PM

À: linc,rogers@blakes.com; Maria Konyukhova < MKonyukhova@stikeman.com> (MKonyukhova@stikeman.com); Liu,

Victor (vliu@goodmans.ca); boneil@goodmans.ca

Cc: Jaipargas, Roger; jill.gibson@bell.ca; Sylvia Crews (sylvia.crews@bell.ca); Lori kay - Bell Canada (lori.kay@bell.ca)

Objet : Primus and Bell **Importance :** Haute

Dear all,

Further to our email of February 3rd, please find enclosed a detailed spreadsheet of the Cure Costs relating to the Bell-Primus agreements.

Bell has broken down the Cure Costs between the Assigned Contracts and the Excluded Contracts.

In summary, the amounts are as follows.

	Pre-filing (Cure Costs)					
Account	All contracts	Assigned Contracts		Excluded Contracts		Currency
Primus	\$2,569,451.23	\$	1,882,689.47	Ś	686,761.76	CDN\$
Globility	\$245,549.95	\$	93,797.73	\$	151,752.22	CDN\$
Hmnet	\$19,606.41	\$	19,606.41	\$	196	CDN\$
Sub-Total	\$2,834,607.59	\$	1,996,093.62	\$	838,513.98	CND\$
Primus US\$	\$36,731.02	精制	\$36,731.02	\$		US\$

These amount are only for straightforward arrears under the Bell – Primus agreements as at January 19th, 2016.

Amounts billed before and after January 18th relating to services rendered by Bell to Primus after January 18th are not included in the pre-filing amounts, and have been segregated to be paid in accordance with to the Post-Filing Agreement negotiated between Bell, Primus and the Monitor.

No amounts have been added regarding legal fees, assignment fees, management fees or other fees whatsoever.

. These amounts are subject to change, principally as relates to usage by Primus during the period prior to Jan. 19th, 2016 and which has not been invoiced yet (because of billing cycles). The variance should not be material. We will update the numbers in the coming days, as a full billing cycle has now occurred since the date of the Initial Order.

These amounts are subject to final review and approval by Bell.

Please do not hesitate to call me should you have any questions.

Best regards.



François D. Gagnon
Partner / Associé
Tél. 514.954.2553 | F / Téléc. 514.954.1905 | Mob. 514.792.5309 | tgagnon@blg.com
1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4

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De: Gagnon, François D.

Envoyé: February-17-16 1:29 PM

À : Inc.rogers@blakes.com

Cc: Maria Konyukhova < MKonyukhova @stikeman.com > (MKonyukhova @stikeman.com); Jaipargas, Roger; iiil.oibson@bell.ca; Sylvia Crews (sylvia.crews@bell.ca); Lori kay - Bell Canada (lori.kay@bell.ca)

Objet: Primus and Bell

Linc,

I am following up on our discussion of yesterday in connection with the motion that is currently returnable on February 23, 2016 on the Primus matter.

By email dated Feb. 3rd, 2016 (copy enclosed), we advised that the aggregate amount owing to Bell 2016 for services rendered to Primus on or before January 18th, 2016 was \$2,834,000, subject to adjustment (the "Cure Costs"). This amount is only for straightforward arrears under the Bell – Primus agreements as at January 19th, 2016. Amounts billed before and after January 18th relating to services rendered by Bell to Primus after January 18th are not included in this amount, and have been segregated to be paid in accordance with to the Post-Filing Agreement negotiated between Bell, Primus and the Monitor. No amounts have been added regarding legal fees, assignment fees, management fees or other fees whatsoever.

Further to your request, we have been advised by Bell that the Cure Costs in respect of the contracts that Birch Communications Inc. ("Birch") is seeking an assignment of is approximately \$2,050,000. Further, the cure costs in

respect of the contracts that according to the Birch Asset Purchase Agreement are excluded contracts is approximately \$800,000. We will follow-up with Bell today to confirm these amounts.

As you know, my partner, Roger Jaipargas and I have been following up with you and Maria in connection with the status of the draft Assignment Order that should provide for the payment of the cure costs in respect of any contracts that are assigned to Birch and to date we have not yet received same. In addition, Bell has been requesting that representatives of Birch and Bell have a conference call to discuss various business issues and we understand that the representative of Birch dealing with this matter was away during the week of February 8th and has only returned to the office today. Accordingly, that discussion has not yet taken place, although we understand such conference call should take place tomorrow.

In light of the foregoing, Bell is very concerned that the outstanding issues in connection with the proposed assignment of the Bell contracts to Birch may not be resolved by February 23, 2016. In connection therewith, unless this matter progresses quickly, we will seek instructions from Bell to serve a request form for a 9:30 chambers appointment with Justice Penny on February 19, 2016 to address the issue of a possible adjournment of the February 23rd motion. The purpose of the adjournment would be to provide the parties with more time to pursue discussions in connection with the proposed assignment of the Bell contracts and to hopefully resolve same so that the motion proceeds on a consensual basis.

May I please have your position and that of the Company in connection with a possible adjournment of the motion? I connection therewith, I have copied Maria with this email so that I may have her response on behalf of Primus.

Many thanks.

Regards.



François D. Gagnou

Partner / Associé

Tél. 514.954.2553 | F / Téléc 514.954.1905 | Mob 514.792.5309 | Iraquon@bla.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4



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The complete forms are presented in the complete forms of the comp

Objet:

TR: Loop Shortfall - Data spend off set.

From: Brad Flsher [mailto:BFisher@primustel.ca] Sent: Wednesday, December 30, 2015 1:26 PM

To: Constantin, Robin (A202628)

Cc: Laundry, Bradley D (N416543); Doug Cooper; Faddoul, Mike (6003901)

Subject: RE: Loop Shortfall - Data spend off set.

Robin -

I've had the opportunity to close off on this item with Michael and our CFO today. Primus can confirm that the calculations below are correct and aligned with the contract, and that Primus fully understands its obligations to pay this billed amount per the terms of the contract.

Brad.



Brad Fisher
Gemor Vice President, Marketing & Product
1: 416.207 7019 M: 416.540.4425
L. bfisher@primustel.ca
primus.ca

From: Faddoul, Mike (6003901) [mallto:mike.faddoul@bell.ca]

Sent: December-23-15 3:50 PM

To: Brad Fisher

Cc: Constantin, Robin (A202628); Laundry, Bradley D (N416543); Doug Cooper

Subject: Loop Shortfall - Data spend off set.

HI Brad – I hope this email finds you well.

In an effort to align to the tracking and calculation for the net new data spend for 2015, please respond with "confirmed" to acknowledge that you agree with the following statement. The below has been validated with James and Doug.

Primus is aligned with the calculation of \$110,400 as the value of total net new Bell wholesale data services purchased for the calendar year 2015 (to the end of Dec. 31 2015). When we subtract this \$110,400 of 2015 net new Bell wholesale data spend from the "Shortfall Amount Spend Commitment," of \$500,000, (resulting from the 2014 Local Loop shortfall), there is a remaining shortfall of \$389,600.

This \$389,600 shortfall amount is subject to a 12% Additional Shortfall Amount of \$46,752, resulting in a total billed debit amount to Primus of \$436,352. Primus will pay the invoice received for this total billed amount within the billing due date period.

Thanks,

Mike Faddoul Sales Director Wholesale 905-614-9900 mike.faddoul@bell.ca

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www.bell.ca/enterprise/EntGnl EmailConfidentialityWarning.page?language=en

http://www.primustel.ca/fr/legal/cs.htm

Tab H

THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De : Lefebvre, Eugénie

Envoyé: March-01-16 3:32 PM

À: Liu, Victor; ROGERS, LINC; SHALVIRI, ARYO; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel;

Bissell, Steven (Steven.Bissell@fticonsulting.com)

Cc: Gagnon, François D.; Jaipargas, Roger; Lefebvre, Eugénie Objet: RE: Bell consent to assignment letter re Schedule "A"

Dear all,

The business people at Bell and Birch have spoken and Birch has agreed with the changes made to the list of agreements (schedule a). Victor/Brendan: Greg indicated that he would advise you accordingly.

Please also note that Bell has signed off on the Cure Costs as is, i.e. CDN\$3,270,959.59 + US\$36,731.02.

We would therefore ask that you kindly provide us with a revised version of the Assignment Order including said schedule A.

In the meantime, we will finalize the Assumption & Assignment Agreement and circulate it for signature shortly.

Best regards,



Eugénie Lefebyre

Avocate / Lawyer

Tél. 514.954.2502 | F / Téléc. 514.954.1905 | elefebvre di bla com

1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4

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De: Liu, Victor [mailto:vliu@goodmans.ca]

Envoyé: February-29-16 8:11 PM

À: Lefebvre, Eugénie; ROGERS, LINC; SHALVIRI, ARYO; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin,

Nigel; Bissell, Steven (Steven.Bissell a fticonsulting.com) Cc: Gagnon, François D.; Jaipargas, Roger; Liu, Victor

Objet: RE: Bell consent to assignment letter re Schedule "A"

Importance: Haute

Thanks Eugénie.

Can you briefly explain the changes (why are the 2 agreements being deleted and 2 new ones added [as they don't appear to be simple replacements of the 2 deleted agreements])?

Also, can Primus or Bell please provide copies of the 2 new agreements for Birch to review?

- 1 Ethernet Access Agreement (1-246299173-M1)
- 2. Master Wholesale Agreement for Selective Channels (MWA100508)

Best,

Victor

Victor Liu Goodmanš

Tel: 416.597.5141

Fax: 416.979.1234

E-mail: VLiu

Lukhn tos □

----Original Message----

From: Lefebvre, Eugénie [mailto:ELefebvre@blg.com]

Sent: Monday, February 29, 2016 6:57 PM

To: ROGERS, LINC; SHALVIRI, ARYO; Liu, Victor; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel;

Bissell, Steven (Steven.Bissell@fticonsulting.com)

Cc: Gagnon, François D.; Jaipargas, Roger; Lefebvre, Eugénie Subject: RE: Bell consent to assignment letter re Schedule "A"

Dear all,

Further to Roger's email below, please find enclosed the clean and blackline versions of the revised Schedule "A", which is the list of contracts to be used for both the Order and the Assumption & Assignment Agreement. The blackline is against the clean version that was provided by Victor yesterday.

The attached remains subject to final sign off from Bell as relates to Cure Costs.

We remain available to further discuss the above, at your convenience.

Best regards,

Eugénie

Eugénie Lefebvre

Avocate / Lawyer

Tél. 514.954.2502 | F / Téléc. 514.954.1905 | elefebvre@blg.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4 Pour notification / For notification of proceedings : notification@blg.com Borden Ladner Gervais LLP / S.E.N.C.R.L., S.R.L. | It begins with service / D'abord le service Calgary | Montréal | Ottawa | Toronto | Vancouver | blg.com

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-----Message d'origine-----De : Jaipargas, Roger

Envoyé : February-29-16 2:30 PM À : ROGERS, LINC; SHALVIRI, ARYO

Cc: Liu, Victor; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel; Bissell, Steven

(Steven.Bissell@fticonsulting.com); Gagnon, François D.; Lefebvre, Eugénie Objet RE: Bell consent to assignment letter

Importance : Haute

Hello All,

Please note that we are working on Schedule A to the Order with the Bell cure costs and the list of contracts (as there have been some changes since the version that Victor sent to me yesterday). We will get that to you as quickly as possible. Once the Schedule A is settled it can be used for both the Order and the Assumption and Assignment Agreement. Thanks.

Roger

Roger Jaipargas

T 416.367.6266 | F 416.361.7067 | rjaipargas@blg.com Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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-----Original Message-----

From: ROGERS, LINC [mailto:LINC.ROGERS@blakes.com]

Sent: February-29-16 8:26 AM

To: SHALVIRI, ARYO

Cc: Jaipargas, Roger; Liu, Victor; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel; Bissell, Steven

(Steven.Bissell@fticonsulting.com); Gagnon, François D.; Lefebvre, Eugénie

Subject: Re: Bell consent to assignment letter

Roger -

Thanks for your note. To clarify, the voluntary consent and assignment order are mutually exclusive alternatives. If one, then not the other. Birch had indicated that unless and until a consent had been finalized and executed for an essential contract it would require that such essential contract be placed on the schedule to the order. That makes sense to have that safety net. The monitor, however, would not support an order that purported to assign a contract for which required consent had already been provided.

The assignment order has not yet been issued, so we just don't see anything in the consent that needs to be acknowledged by the monitor. Again, the only reference I see to the monitor just recites what is provided for in the issued and entered AVO which everyone can rely on.

Thanks Roger.

Linc A. Rogers Partner

Dir: 1-416-863-4168

linc.rogers@blakes.com<mailto:linc.rogers@blakes.com>

On Feb 28, 2016, at 8:34 PM, SHALVIRI, ARYO <ARYO.SHALVIRI@blakes.com<mailto:ARYO.SHALVIRI@blakes.com>> wrote:

Thanks Roger. I still fail to see why an acknowledgment by the Monitor is necessary. The Monitor has filed a report setting out its views with respect to the assignments, which will be considered by the Court.

Aryo Shalviri Associate

aryo.shalviri@blakes.com<mailto:aryo.shalviri@blakes.com>

Dir: 416-863-2962<tel:416-863-2962>

On Feb 28, 2016, at 8:24 PM, Jaipargas, Roger <RJaipargas@blg.com<mailto:RJaipargas@blg.com>> wrote:

Thanks Linc/Ayro. I am not sure what the issue is? I understand that you guys are otherwise fine with the form of assignment agreement. As you guys know, Birch will insist that the assignment be made by way of an order. Under s.11.3 one of the factors to consider is whether the monitor has approved the assignment, which you have. The monitor was a party to the post-filing agreement. Further para 8 of the AVO has language the protects the monitor (which we did not raise an issue with), so what is the concern guys? Thank you.

Roger

-----Original Message-----

From: ROGERS, LINC [mailto:LINC.ROGERS@blakes.com]

Sent: Sunday, February 28, 2016 6:25 PM

To: SHALVIRI, ARYO

Cc: Jaipargas, Roger; Liu, Victor; Kathryn Esaw; Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel; Bissell, Steven (Steven. Bissell@fticonsulting.com < mailto: Steven. Bissell@fticonsulting.com >); Gagnon, François D.; Lefebvre, Eugénie Subject: Re: Bell consent to assignment letter

I think the concern for you is paragraph 4 that references the Monitor. That however is simply reciting what the AVO provides for, which has been issued. So parties can take comfort from the order of the court and further acknowledgment by the monitor seems unwarranted.

Thanks.

Linc A. Rogers

Partner

Dir: 1-416-863-4168

linc.rogers@blakes.com<mailto:linc.rogers@blakes.com><mailto:linc.rogers@blakes.com>

On Feb 28, 2016, at 6:14 PM, SHALVIRI, ARYO

<ARYO.SHALVIRI@blakes.com<mailto:ARYO.SHALVIRI@blakes.com><mailto:ARYO.SHALVIRI@blakes.com>> wrote:

Roger,

An acknowledgment by the Monitor is not necessary and should be removed. Otherwise, we are okay with your changes.

Regards,

Aryo

Aryo Shalviri

Associate

aryo.shalviri@blakes.com<mailto:aryo.shalviri@blakes.com><mailto:aryo.shalviri@blakes.com>
Dir: 416-863-2962<tel:416-863-2962>

On Feb 28, 2016, at 12:28 PM, Jaipargas, Roger

<RJaipargas@blg.com<mailto:RJaipargas@blg.com><mailto:RJaipargas@blg.com>> wrote:

Great, Thanks Victor.

Roger

<image001.jpg>

Roger Jaipargas

T 416.367.6266 | F 416.361.7067 | rjaipargas@blg.com<mailto:rjaipargas@blg.com><mailto:rjaipargas@blg.com> Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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From: Liu, Victor [mailto:vliu@goodmans.ca]

Sent: February-28-16 12:23 PM To: Jaipargas, Roger; Kathryn Esaw

Cc: Maria Konyukhova; O'Neill, Brendan; Meakin, Nigel; Bissell, Steven

(Steven. Bissell@fticonsulting.com < mailto: Steven. Bissell@fticonsulting.com > < mailto: Steven. Bissell@fticonsulting.com >)

; Linc Rogers; Aryo Shalviri

(aryo.shalviri@blakes.com<mailto:aryo.shalviri@blakes.com><mailto:aryo.shalviri@blakes.com>); Gagnon, François D.;

Lefebvre, Eugénie; Liu, Victor

Subject: RE: Bell consent to assignment letter

Thanks Roger. We are ok with these changes.

Best, Victor Victor Liu

<image002.png>

• Tel: 416.597.5141 Ê Fax: 416.979.1234

• E-mail: VLiu@Goodmans.ca<mailto:VLiu@goodmans.ca><mailto:VLiu@Goodmans.ca>

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From: Jaipargas, Roger [mailto:RJaipargas@blg.com]

Sent: Sunday, February 28, 2016 11:28 AM

To: Kathryn Esaw

Cc: Maria Konyukhova; Liu, Victor; O'Neill, Brendan; Meakin, Nigel; Bissell, Steven

(Steven.Bissell@fticonsulting.com<mailto:Steven.Bissell@fticonsulting.com><mailto:Steven.Bissell@fticonsulting.com>)

; Linc Rogers; Aryo Shalviri

(aryo.shalviri@blakes.com<mailto:aryo.shalviri@blakes.com><mailto:aryo.shalviri@blakes.com>); Gagnon, François D.;

Lefebvre, Eugénie

Subject: RE: Bell consent to assignment letter

Hi Kathryn,

Thank you very much for sending along the revised Consent to Assignment & Assumption Agreement (the "Agreement") last Friday.

Attached are clean and blackline (lined to your clean version of last Friday) versions of the Agreement with our comments set out therein. We are working on the final number for the cure costs and the list of contracts to populate Schedule A (having regard to the discussions over the last few days). The attached remains subject to final sign off from Bell.

I am happy to speak about this at your convenience. Thanks Kathryn.

Regards,

Roger

<image003.jpg>

Roger Jaipargas

T 416.367.6266 | F 416.361.7067 | rjaipargas@blg.com<mailto:rjaipargas@blg.com><mailto:rjaipargas@blg.com> Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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From: Kathryn Esaw [mailto:KEsaw@stikeman.com]

Sent: February-26-16 10:45 AM

To: Gagnon, François D.; Jaipargas, Roger

Cc: Maria Konyukhova; Liu, Victor (vliu@goodmans.ca<mailto:vliu@goodmans.ca><mailto:vliu@goodmans.ca>); boneill@goodmans.ca><mailto:boneill@goodmans.ca>; Meakin, Nigel; Bissell, Steven (Steven.Bissell@fticonsulting.com<mailto:Steven.Bissell@fticonsulting.com>)

; Linc Rogers; Aryo Shalviri

(aryo.shalviri@blakes.com<mailto:aryo.shalviri@blakes.com><mailto:aryo.shalviri@blakes.com>)

Subject: Bell consent to assignment letter

Francois and Roger – please see the attached consent to assignment letter with comments from Primus, Birch and the monitor incorporated. This agreement remains subject to internal comments. Schedules to follow.

I have provided a blackline to the version you sent for ease of reference.

We are available to discuss at your convenience.

Regards,

Kathryn Esaw

Tel: (416) 869-6820 Fax: (416) 947-0866

kesaw@stikeman.com<mailto:kesaw@stikeman.com><mailto:kesaw@stikeman.com>

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Tab I

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

CONSENT TO ASSIGNMENT & ASSUMPTION OF CONTRACTS AGREEMENT

THIS AGREEMENT made this first (1st) day of March, two thousand and sixteen (2016).

BETWEEN:

Bell Canada

(hereinafter "Bell")

AND:

Primus Telecommunications Canada Inc.

(herelnafter "Primus")

AND:

Birch Communications, Inc. and/or as may be designated or

assigned thereby

(hereinafter "Birch")

WHEREAS Bell, on one part, and Primus, HMNET Technologies Inc. ("HMNET") and/or Globility Communications Corporation ("Globility"), on the other part, are parties to certain telecommunications agreements Identified in Schedule "A" hereto (the "Assumed Agreements");

WHEREAS HMNET and Globillty have amalgamated with Primus;

WHEREAS Bell is currently providing Primus certain telecommunications services pursuant to the Assumed Agreements (the "Subject Services");

WHEREAS on or about January 19, 2016, an Initial Order (the "Initial Order") was rendered by Mr. Justice Penny of the Ontario Superior Court of Justice (Commercial List) with respect to, inter alia, Primus, pursuant to the provisions of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "CCAA");

WHEREAS FTI Consulting Canada Inc. was appointed monitor (the "Monitor") of Primus and its affiliates pursuant to the Initial Order;

WHEREAS Primus and Birch have entered Into an Asset Purchase Agreement dated January 19, 2016 (the "APA"), pursuant to which Primus has agreed to assign and transfer all of its rights, interests, and its liabilities and obligations arising from and after the Effective Date, under or pursuant to the Assumed Agreements to Birch;

WHEREAS pursuant to the APA, Birch has agreed to assume all of Primus' rights, interests and obligations arising from and after the Effective Date pursuant to the Assumed Agreements;

WHEREAS as at the effective date and time of the Initial Order, namely 12:01 a.m. on January 19th, 2016 (the "Initial Order Date") the outstanding amount payable by Primus to Bell for the Subject Services was in the aggregate amount of CDN\$3,270,959.59 and US\$36,731.02 (together, the "Arrears");

WHEREAS Bell has agreed to consent to the assignment and assumption of the Assumed Agreements, subject to the terms and conditions set out herein;

NOW THEREFORE, for valuable consideration from each party to every other party, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- Subject to the occurrence of the closing of the transaction contemplated in the APA (the "Closing"), Primus confirms that it has assigned, transferred and set over unto Birch all of its rights, title, interests and obligations in or to the Assumed Agreements (the "Assignment") as of and from the date of Closing (the "Effective Date"). Notwithstanding the Assignment, Primus remains liable to Bell for any amount(s) outstanding under the Assigned Agreement(s) up to the Effective Date, as required by the letter agreement executed between Bell, Primus and the Monitor dated February 11, 2016 (the "Post-Filing Agreement"), the Initial Order and the provisions of the CCAA. In addition, notwithstanding anything contained herein or in any Assumed Agreement but subject only to section 4 hereof, Birch shall not be, and shall not be deemed be, liable to Bell for any pre-filing or pre-assignment amounts, obligations or liabilities of Primus of any kind or nature due in respect of any Assumed Agreement (including for services rendered thereunder, or accounts or invoices rendered but not yet due, at or prior to the Effective Date and amounts contemplated in section 6 hereof).
- Subject to the occurrence of the Closing, Birch hereby confirms its acceptance of the Assignment and its agreement to assume all of Primus' rights, title, interests in and to, and Primus' liabilities and obligations arising from and after the Assumed Agreements, arising from and after the Effective Date.
- 3. Subject to the occurrence of the Closing and the fulfillment of the obligations of Primus pursuant to section 6 hereof, Bell hereby Irrevocably consents to the Assignment.
- The Monitor shall pay, or arrange to be paid, to Bell the full amount of the Arrears, by way of wire transfers in accordance with the wire transfer instructions for the Canadian Dollar trust account and the US Dollar trust account of Bell's lawyers, Borden Ladner Gervais LLP, set out in Schedule "B" hereto, in accordance with the terms of the Approval and Vesting Order, which was rendered by Mr. Justice Halney on February 25, 2016.
- 5. Confirmation of the wire transfer for the payment of the Arrears, providing details of the electronic funds transfer, shall be provided by Primus to Bell Canada by e-mail to the following addresses:

csg_ar@bell.ca, jill.gibson@bell.ca, marilyn.hylton@bell.ca, peter.zammit@bell.ca, and jrondeau@blg.com, as soon as practicable upon the making of the wire transfer.

- 6. Primus hereby agrees to pay to Bell all amounts due and owing to Bell for the Subject Services between the Initial Order Date and the Effective Date, in accordance with the Post-Filling Agreement.
- 7. Birch hereby agrees to pay to Bell in accordance with and subject to the corresponding Assumed Agreement, when due, all amounts due and owing to Bell for the Subject Services rendered from and after the Effective Date, on a go forward basis.
- 8. Birch and Primus hereby agree to make all necessary adjustments between themselves as relates to the value of the Subject Services rendered by Bell before the Effective Date and after the Effective Date, in accordance with the provisions of Sections 6 and 7 hereof, it being acknowledged and agreed that Bell will not be party to such adjustments, save and except to provide to Birch and Primus, as soon as practicable, the breakdown of the value of the Subject Services rendered by Bell (i) between the Initial Order Date and the Effective Date, and (ii) on and after the Effective Date, and to provide further updates of these amount, from time to time and as soon as practicable, when billing information becomes available to Bell.
- 9. Bell undertakes and agrees, after the Effective Date, to (i) change the name on the accounts associated with the Assumed Agreements from Primus Telecommunications Canada Inc. to Birch (and such Birch entity to be designed prior to the Effective Date), and to (ii) issue invoices relating to such accounts in the name of Birch. Birch hereby acknowledges that, in light of the number of accounts and of numerous billing cycles, there may be a delay of a few months before all invoices are issued in the name of Birch.
- 10. Any notice pursuant to this Agreement may be delivered to the parties at the following addresses by personal delivery, prepaid first class registered or certified mail, prepaid courier, facsimile or by email. The address for Birch set out below shall also be the address for notices to Birch (and such Birch entity to be designed prior to the Effective Date) under the Assumed Agreements. Bell's address for notice under the Assumed Agreements shall remain as specified in the Assumed Agreements if no address is set out below.

Primus	Birch Communications,	Bell Canada
Telecommunications	Inc.	
Canada Inc.		
5543 Dundas St. West	3060 Peachtree Rd N.W.	5099 Creekbank Rd
Suite 400	Suite 1065	Tower D
Toronto, ON	Atlanta, GA	Mississauga, ON
M9B 6K5	30339	L4W 5N2
Attn: Robert Nice	Attn: Vincent M. Oddo	Attn: Robin Constantin

- 11. This Agreement shall be governed by and interpreted according to the laws in force in the Province of Ontario and the laws of Canada applicable therein.
- 12. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters arising out of or in connection with this Agreement, except Canadian Radio-television and Telecommunication Commission ("CRTC") regulatory matters. For CRTC regulatory matters the parties attorn to the jurisdiction of the federal courts or tribunals of Canada.
- 13. This Agreement may be executed in any number of counterparts, and may be delivered by facsimile or email, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the parties have signed Consent to Assignment & Assumption of Contracts Agreement as of the date first above written.

BELL CANADA

Per:

Name: Domenica Maciocia

Title: Vice-President, Customer Service

PRIMUS TELECOMMUNICATIONS CANADA INC.

Name: Robert Nice

Title: Chief Financial Officer

BIRCH COMMUNICATIONS, INC.

Name Cong I Dance 4
Title: Div. Noc. Maggio April 1900

Schedule A List of Assumed Agreements

(The list of agreements set out below, in each case, shall include all applicable, associated or related schedules, appendices, addendum, orders, amendments, supplements, restatement and other modifications)

Bell (total cure costs of CDN\$3,270,959.59 + US\$36,731.02)

- 1. 1-292430451-M1 RCM Master Service Agreement
- 2. MCAT124463 Master Communications Agreement
- 3. ULL Letter agreement: 1-796366479 (Primus-Loop Letter Globility Gov_Hash_2011-0247DC)
- 4. Master Communications Agreement Non-Tariffed (Wholesale) 1-334088971-M1
- 5 MCANT 1-261124987-M1
- 6 MCANT 1-82516360-M1
- 7. Master Agreement for Local Interconnection, CRTC No. 1944/00
- 8. Master Agreement for CLEC-IXC Interconnection, CRTC No. 0955/00
- 9. Master Communications Agreement Non-tariffed 1-79170023-M1
- 10. GCC -- Central Office License Agreement Bell Canada_040805
- 11. GCC Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202
- 12. Basic Listing Interchange File Agreement, Dated 21 January 2004
- 13. Ethernet Access Agreement (1-246299173-M1)
- 14. Master Wholesale Agreement for Selective Channels (MWA100508)

Schedule B Canadian Dollar trust account Wire Transfer Instructions



BORDEN LADNER GERVAIS S.E.N.C.R.L. BORDEN LADNER GERVAIS LLP

COMPTE EN FIDÉICOMMIS TRUST ACCOUNT

INSTRUCTIONS POUR VIREMENT - DOLLARS CANADIENS (CAD) WIRE INSTRUCTIONS - CANADIAN DOLLARS (CAD)

INSTITUTION DANK		e Montréal Montreal						
SUCCURSALE BRANCH	Banque de Montreal 630, Boul René-Lévesque Ouest Montréal (Québec) H3B 1S6 Téléphone : 514-877-1360	Bank of Montreal 630 Wost Rand-Lévesque Blvo Montréal, Guèbec H3B 1S6 Telaphone 514-877-1360						
NUMÉRO SWIFT SWIFT NUMBER	BOFM	ICAM2						
NUMÉRO D INSTITUTION BANK NUMBER	001							
NUMÉRO DE SUCCURSALE BRANCH NUMBER	023	301						
NUMÉRO DE COMPTE ACCOUNT NUMBER	1215	5-610						
RÉFÉRENCE REFERENCE	Borden Ladner Gervais s.r.l. 1000, rue de la Gauchotière O Bureau 900 Montréal (Québec) H3B 5F4	Borden Ladner Gervais I.I.P 1000 West de la Gauchebère Suite 900 Montréal Québec H3B 5H4						

Schedule B (continued) US Dollar trust account Wire Transfer Instructions

BORDEN LADNER GERVAIS S.E.N.C.R.L., S.R.L., LLP

INSTRUCTIONS POUR VIREMENT – DOLLARS AMÉRICAINS (USD) WIRE INSTRUCTIONS – AMERICAN DOLLARS (USD)

COMPTE EN FIDÈICOMMIS TRUST ACCOUNT

INSTITUTION BANK		e Montreal Mantreal
SUCCURSALE BRANCH	Banque de Montréal 630, Boul René-Lévesque Quest Montréa: (Québec) H3B 1S6 Téléphone 514-877-1360	Bank of Montreal 530 West René-Levesque Biyd Montréal Québec H3B 186 Telephone - 514-877-1360
NUMÉRO SWIFT SWIFT NUMBER	BOFM	CAM2
NUMÉRO D'INSTITUTION BANK NUMBER	ÜÜ)
NUMÉRO DE SUCCURSALE BRANCH NUMBER	023	301
NUMÉRO DE COMPTE ACCOUNT MUNIBER	4658	I-184
ABA #IRT (international routing number)	02600)5092
BÉNÉFICIAIRE DU COMPTE BENEFICIARY OF THE ACCOUNT	Borden Ladner Gervais s.r.t. 1000, rue de la Gauchetière O. Bureau 900 Montréal (Québec) H38 SH4	Borden Ladner Gervers LLP 1000 West de la Gauchetière Suite 900 Montréal, Québec H3B 5H4

S.v.p. envoyer les details de virement à/Please email wire details to ReceipisMT1. A blu com

Tab J

THIS IS EXHIBIT "J" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De:

Zammit, Peter < Peter. Zammit@bell.ca>

Envoyé:

September-15-16 10:35 AM

À:

Gagnon, François D.

Objet:

FW: Aging Breakdown, v 7.6

Pièces jointes:

Primus Canada - Aging 2016 - Breakdown Version 7.6.xlsx

Peter Zammit Manager Billing Services Bell Business Markets 905-614-8067

peter.zammlt@bell.ca

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Blog 🖐







Manage your communications preferences

Corporate Secretary's Office of Bell Canada, Bell Satellite TV (Bell ExpressVu), Bell Mobility, Bell Media and Bell Aliant.

1. Carrefour Alexander-Graham Bell, Building A-7, Verdun, Québec, H3E 3B3

Gérez vos préférences en matière de communications

Bureau du secrétaire de Bell Canada, Bell Télé Satellite (Bell ExpressVu), Bell Mobilité, Bell Média et Bell Aliant. 1 carrefour Alexander-Graham Bell, Aile A-7, Verdun, Québec, H3E 3B3

From: Laurence, Marc Andre

Sent: Wednesday, June 29, 2016 3:49 PM

To: Zammit, Peter; Gibson, Jill; Hylton, Marilyn; Darnell, Greg; Bissell, Steven; linc.rogers@blakes.com; 'Lefebvre,

Eugénie'; MDuchesne@blg.com; vliu@goodmans.ca

Subject: Aging Breakdown, v 7.6

Good afternoon everyone,

Please find attached an updated version of the breakdown.

Thank you,

Bell

made Parker Enforcement

Phone, Fol. (905) #19 4059

Toll free / Sans trais: 1-855-794-4079

Gestion des comptes corporatif / Corporate Accounts Management

Bell Canada

5115 rue Greekbank Road Main Noor / Étage Principal



Gérez vos préférences en matière de communications

Bureau du secrétaire de Bell Canada, Bell Télé Satellite (Bell ExpressVu), Bell Mobilité, Bell Média et Bell Aliant. 1 carrefour Alexander-Graham Bell, Aile A-7, Verdun, Québec, H3E 3B3

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PRIMUS CANADA INC 15.04.16

File Date - CCAA -Jan 18, 2016

	PRIMUS	
Primus		
Globility		
Hmnet		
TOTAL CAD		

bankruptcy Primus :: Consumption	Total Payments and adjustments -Jan 20 to Mar 31	Primus outstanding balance
\$ 12,642,451.40	-\$ 10,707,078.80	\$ 1,935,372.60
\$ 2,213,845.60	\$ 1,940,093.00	\$ 273,752.60
\$ 140,650.04	\$ 50,186.37	\$ 90,463.67
\$ 14,996,947.03	-\$ 12,697,358.17	\$ 2,299,588.86

Primus USD

5	137,104.97	-5	54,442.80 \$	82,662.17

PRIMUS	Jan 19th to March 31			April invoices	Pending Credits			Pending Debits		tals including ing credits and Debits
Primus	\$	1,935,372.60	5	26,101.21						
Globility	\$	273,752.60	\$	2			\$	156,339.57		
Hmnet	5	90,463.67	\$	10,740.78			1			
TOTAL CAD	\$	2,299,588.86	\$	36,841.99	-\$	234,990.25	5	156,339.57	\$	2,257,780.17
									_	
Primus USD	5	82,662.17	\$	48,710.25					5	82,662.17

BIRCH	Based on	march Invoice Only	April Invoice	Pending Credits	Totals	including pending credits
Primus	5	596,119.34	\$ 4,493,749.34			
Globility	\$	220,905.27	\$ 819,752.53.			
Hmnet	\$	19,464.94	\$ 48,919.35			
TOTAL CAD	\$	836,489.55	\$ 5,362,421.22 -\$	77,474.91	\$	6,121,435.86
Birch USD	S		\$		\$	

								Primus	Birch		Prints	Etron				Frings	Prima	Sich
1					Post-bankruptcy								Total Payments			Jan 19th to		eri i i
em Atcourt	BTN / BAN	Group Nam	Des Day	Last Bill Date	billed and consumed	Peb	March	March Involpe I		April	April Hesion		Jan 20 to Mar 31	Adjustments	Total Amount owed		April Inventes	April 51 Nevertil
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	T BOLCIFMONTT	PRMUS	1	01-Mag-16						\$ 1.965.76	A STATE OF THE PARTY OF THE PAR	Dec 1968.79						1 2504.51
	7 B1FC1A0189777	PRIMUS	1	01-Ma-18						\$ 2,004.20 \$ 1,794.41		10-1241			\$ 3,682.62 \$ 1,221.10			1 250431 - AZTAN
	77 0100102011777			01-Mar-18				1 1540.01	THE RESERVE THE PARTY OF THE PA	\$ 1,724,41 \$ 113,73					5 234,5D			-
	T STECHAROUTET			01-Mar-15	The second secon	-		1 1,245.79	-	E 1,676.94		25 1/67036		4 87.69				45-11-E18/0.44
	77 B1EC1E2804777			01-Mus-17	5 73.22				60.	\$ 1,690.00		Fig. 19849		4 31.85				A 1 (1) (1)
	T BIECINSHETT		1	(B-)/m=10	5 4:L10	1,301,01	5 1,004,72			\$ 1,535.94	5 .	SE TENN					5	0.024
	17 81E010M3R777		1	01-6/2-16	5 498.09					1 955.46	3 +	I SECTION		1.7		A CONTRACTOR OF THE PARTY OF TH		7 (91) ss
	77 IB1EC1E3810777	PRIMUS	- 1	21-Mar-18	5 433,79					\$ 1,250.00		1 200	Charles and Assessment and Assessmen	Epitor .	W MONTH 1997	19 19 19 19 19 19	-	\$ 180.14
	77 B1ES1AS513777	PRIMITS		01-Mar-16	5 395.38 S				Contract of the Contract of th	\$ 943.04 \$ 942.07		1	\$ (1,507,84)					\$ 541 LT.
1ES103-1177		PRIMUS	-	01-Mar-16	S: 385.27 1 S 364.57			ASSESSMENT OF THE PARTY OF THE	1 2 2	1 368.35			\$ (1,233,92)	44				1 - 3 - 100 10
E (\$1676/8271	8472900100	PRINUS	- 1	07-May-10	5 0.52				State Sur	9 0.05	174	N. J. Electric	\$ 10.579	4	\$ (3.43)		1 -	1 121
= #10/1002#71 = #10/1002#7002	1059997912	PRIMAGE	13	13-Mar-16	3 -			1 .	Salve West	3 +		45-1253	\$ (01.48)		5 (42.74)			
E 1.007481838	4103575343	PRIMITE	18	15-Mar-16	\$ 111.01	\$ 94,06			FEBRUARY SECTION	\$ 54.05	\$.	30	4.7.		\$ 282,13			103470
3085480022	4183069961	PRIDADE	-10	15-Mar-16	5: 52682	1 142.00	\$ 157.62	\$ 78,77	\$ 10 mm 15 he 1	\$ 149.30	5.	2 310.00	\$ (120,02)		1 444.54	\$ 321.59	1 -	A STATE OF THE PERSON

					all real				Primus	Streh		Prints	tims				Primus	Primes	8inds	
				PAYABE		Post-bankruptcy	1000	Non-con-	2000-0	11-37///	5500	11		Total Payments -			Jan 19th to	Vieransvii	UNICONSTRUCTOR	
nem	Account	BTN / BAN	Group Nat	Bli Day	Last Bill Date	billed and consumer	Feb	Merch	March Invoice		April	April Invoice B		Jan 20 to Mar 31	Adjustments	Total Amount owed		Agrillmurces	April 01 forward	
88	B1ES182901777	B1ES1828Q1777	Pycellus .	11	D1-Mar-16	5 341.48		E 856.72					The second second second	the second secon					\$ 814.29	
	01ES/08202049		FRMUS		DT-Mar-18	5 315.64	\$ 752.21	\$ 785.00	1 765.06				\$ 752.71				-	The state of the s	752.21	
85	BHFS1A0042777	B1FS1AD042777	PRIMUS		Q1-Mar-16	5 258.14	\$ 615.80	\$ 534.27	\$ 636,37	20 70 132	A STATE OF THE PARTY OF THE PAR	Contract of the Contract of th	A SAME OF THE PARTY OF THE PART		5 18.47				\$ 615,80	
SOL	1052090271	4162370865	PANUS	13	13-Mar-16	5 174.26	145.83									\$ 1,025.18				
57A	0129054630	NG054030	PRINCE	25	25-War-15	5 190.19	\$ 150.97	1 150.97								452.51			\$ 287.05	
ICE :	1060299177	4162349392	PROMOTE	16	19-Nan-16	5 255.65	\$ 1,586,52	1_028 77	\$ 530.98	\$ 487.79						\$ 2,883.08	A COLUMN TO SERVICE A SERVICE ASSESSMENT OF THE PARTY OF	the state of the s		
485	B1F51A0183777	B1FS1A0183777	PRIMUE	1	05-Mar-16	5 257.97	8 615.04								\$ 11.65		A CONTRACTOR OF		\$ 618.04	
DICE :	1100588274	4106403311	PRINCIS	10	10-May-16	\$ 396,79	\$ 559,11					5				\$ 1,676,75	-		The second second	
HOE	3044879673	4102365408	PRHAUS	13	13-Mar-18	5: 412.21			\$ 198.28			5 0.76 0				\$ 975.05			\$ 440.27	
DICE	0052879879	4162361891	PRIMUS	10	13-44a-16	1 421.24	\$ 322.60									\$ 870.74			\$ 448,03	
NCE	3056079482	#105062193	PRIMUS	25	25-Mar-16	5 41838	\$ 246.06	1 245.15	\$ 55.58							\$ 735.58			1 416.72	
CHCE	2145998750	N102231994	PRIMUS	12	13-Mar-15	5 545.31	\$ 451,2F	1 451,13	\$ 276.50							1,363.67			5 G26,68	
OVCE -	3088602019	6132333749	PRIMUS.	25	25-Mar-16	\$ 154.80	\$ 104,67									3 (100.41			2 484'88	
CICE	3098175360	7055254740	PRIMUS	25	25-Mar-15	\$ 567,50	\$ 676.56						\$ 475.55			\$ 1,424.17			5 443.74	
CICE.	3171TW0806	1936413515	PRIMUS	- 16	01-Mar-15	1 590.38	\$ 653.64	4 682.73				C	1 653.36		-	1,959,75			\$ 969.22	
485	01ES102WID777	8165182603777	PRIMUS	1	DI-Mar-TE						\$ 591.67		\$ 591.67					-	\$ 091,67	
E6 :	506011228	506611226	PRMUS	.12	13-Man 16	\$ 836.56	\$ 1,007.34	\$ 1,037.34					1,037.34		\$	5 3,712,00			\$ 1,420,00	
CICE	2188098363	5199415300	PRMIS	32	D1-Mar-16	5 994.39	\$ 964.36					\$ -		The second second second		\$ 2,890.94			\$ 1,616,09	
CHOS	2124909709	8131230036	PRIMUS	13	13-Mar-16	\$ 1,318.82	8 1,146.21	1 1,166,7%								\$ 3,436.54			1,688.21	
CHOICE	3019990362	41E2334096	PRIMUS	22	22-Mar-18	1 848.40	8 497.51	1 497.35	\$ 160.44							5 715.12			\$	
ATA	0125024605	NK024536	PRIMUS	22	22 Mar-10	3 1,754.84	1,958.18	# [17,296.000]	\$ (5,550 33)				STREET, C.			\$ (15,547.65			11,665,70)	
DICE	3014390750	#1E2350752	PRIMUS	12	01-Mar-16	5 1,859,85	\$ 1,579.44			17.			1,554.38			4,740.47			2,172.78	
ABS	E1F0100184777	B1F01C0184777	PRIMUS		01-Mar-16	\$ 238,41	1 581.32	\$ 576.59	\$ 576.58				1 400.43						5 491.43	
ABS	BirCicbisA777	B:F0100184777	PRW,III		. 01-Mar-19	5 248.32	\$ 535.50	\$ 536.28	1 536.29	4			4 652.06		\$ 17.76	The second second	-	-	\$ 657.66	
330	3045290522	612/265819	PRIMUS	. 19	19-Mar-16	\$ 3355.52	\$ 2,163.38	\$ 2,171,34		\$ 1,260.78						\$ 6,500.30	to be the second second	-	\$ 1,423.36	
ATA	0129092525	N6082526	PRIMUS	29	28-Mai-16	\$ 4,429,27	\$ 3,575.47	\$ 3,575,47	3 461.35	\$ 3,114.12			The second second			\$ 10,820.01			\$ 6,785,19	
OICE .	3053882308	0108060145	PRIMUS	16	15-Mar-16	\$ 7,054.20	3 7,345.98	\$ 7,374 14	\$:3,306 D:	\$ 3,568,13	7,633.20					\$ 22,663.63			\$ 11,501,33	
OICE :	3017890995	0102231959	PRIMUS	12	15-Mai-15	5 7,444.42	\$ 5,867.44	\$ 5,854.25								\$ 17.599.00	AND THE PERSON NAMED IN COLUMN	CH POPULATION CO.	8,306;87	
evitair	4000	400G	PRINUS	21	35-Mai-16	5 3,455:16	3 8,239.23	1 8,439.07	\$ 8,439 07	1	1 11,215.70		\$ 11,215.73		2 - 11	\$ 23,014.41			\$ 11,216.73	N - N-
CHCE	3122297652	0109060221	PHIMUS	16	15-Mar-16	\$ 8,669.81										\$ 28,092.01			\$ 12,514,25	
76	30002TBAB2	300276482	PRIMUS	7	07-Mai-15	5 40.27					3 101.78		\$ 109,78			\$ (8,587,00			1 130.38	
ABS	B1ES1A0041777	181FS1A0041777	PHIMUS	1.	\$1-Mar-16	5 221.88					The second section is a second section in	-	\$ 539.64						1 828.04	
DOE.	2129090526	0402231987	PRIMUS	13	01-Mar-15					1 11,647,64		\$ 750,68	ALCOHOLD STATE OF THE PARTY OF		d 94,77			The second second	A STATE OF THE PARTY OF THE PAR	
DCE	1066061300	\$141100390	PRIMIZE	29	28-Mar-16	5 38,407.89				\$ 25,579.48		\$ 31.46			-	1 17,799.63			1 54,731,55	
ABS	B1E51E2910777	BIESTICONISTAT	PRINUS	1	01-Mar-16				1 476.63	Account to the same of			3 464,86						\$ 464,02	
DICE	3040795B15	0901800076	PR:MUS	28	28-Mar-16				and the second second	\$ 46,090.96			1 52 360 10					the state of the s	Committee of the Commit	
AM	B1ES1E290477	81ES1E2804777	PRIMUS		01-Mar-16		\$ 404.86		\$ 478.83		AND RESIDENCE OF THE PARTY OF T	5	The second second		5 13.95				4 464.85	
CICE	1049261300	5141100180	PRINCS	21/2	25-Mar-18	\$0,563,78	\$ 62,023.27	E 2939042		\$ 50,918,60			\$ 89,131.36			\$ 126,051.44	The second second second			Gel Bridge
OKE	3135797796	0100060328	PRIMUS	16	16-May-16	The second second second		\$ 80,715.15		\$ 36,000.51			1 52,156,19		3	\$ 132,664.60			\$ 91.183.60	42 X
CICE	3172097812	0100000229	PRIMUS	.16	15-Mar-16			\$ 69,238.35	-	3 40,455.35	A CONTRACTOR OF THE PARTY OF TH		\$ 62,100.75		WE BUILD	\$ 165,413.60			0 1 172,794.91	\$3015-761/45A
	0106084891	T6084891	PRIMAS	38	25-Mar-19			\$ 78,140.20		\$ 68,057,58			\$ (7,103.16	The second secon		155,333 3			145,250.78	
CICE	3182097814	0108060200	PRIMUS	16	16-Mar-16			\$ 105,446.56		1 50,900.56			\$ 105,073.56		100	\$ 210,906.7			1 155.97A-12	
	B1ES1C260677		PRIMUS	1	01-Mir-16	444							4		-	7247			\$1.75 × 1362.38	CO. 1-12 Ad
SOL	2109797794	0109060227	PRIMUE	-11	15-Mar.18	The second second		\$ 100,467,14		4 51,965.05			\$ 59,272.92			1 987,637.01			1 111,238.28	WALL BY
CHOR	3017195829	0901800075	PRIMUS	26	28-Mar-10			\$ 140,629.51		\$ 122,493,77		Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is	\$ 157,700.79				the state of the s		1 760,197.54	
AllS	B1F51C618477	BTFS100184777	PRIMUS		01-98av-16								\$ 324.02			£ 649,0			F 134.07	AND DESCRIPTION OF THE PARTY OF
-	303003191	300003191	PRIMUS	25	25-May 18			\$ 1,788,486,58			\$ 1.954,501.14		\$ 1,984,501.14	and the second second second	\$ 1,593,127.9			The latest and the la	1 (,054,80),14	West Street
	The state of the s	7 10165173606771	PRIMIUS	1	01-Mar-16					\$000 -30			\$ 199.33			398,6			\$ (1933)	
COCKY	B1E31A061277	7 SIESIAGE12777	PRIMUS	100	01-Mar-16	61.31	\$ 140,70	\$ 150.58	\$ 150,08	1	\$ 140.19	9	\$ 746,97	1 (207.50)	9 43	3 1 292.3	3 346.	9 5	1 146.19	

PRIMUS CANADA INC GLOBILITY 15.04.16

							Primus :	Birch		Primas	Birth				Primus	Pipitas	Sich	
A STATE OF THE PARTY OF THE PAR	BTN / BAH	Group Name	N/A Day	Last Bill Dat	Jan 19th and	Feb	March	March Invoice Bro	ken down	April	April Invoice Br		Total Payments Jan 20 to Mar 31	Credits		Jan 19th to	April (Hoper	April QL forward
B1EXM7118196	BIEXCA7118196	GLOBILITY COMMUN	16	35-Mer-10.	\$ 87,353.50	\$ 96,712,90	25,014.16	\$ \$1,413.77 E.S.	48,200,41	\$ 69,614.16 1	1 4 1	\$ 99,614.18	\$ (87,353.50)		\$ 295,941.16	\$ 148,126,57	\$ -	\$ 147,814,00
B1F#8G7115196	B1FR0Q7115106	GLOBILITY COMMUNI	18.	16-May-16	5 1351781	\$ 14,966.15	15,415.13	\$ 7,650,20 (\$)	7,458.33	\$ 15,415.13 1		\$ 15,415:03	\$ (1334141)		45,796.41	\$ 22 922 35	5 -	\$ 22,874,06
DIEWSATIOTISE	B1EMGA7101796	GLOBILITY COMMUN	16	18-18ay-16	5 4,835.25	\$ 4,340,50	5,038.99	1 2,800.30 5	2,437.79	5 4,568,40 []		1,960,40	\$ (4.829.22)		\$ 14,389.44	1 5,003.25	1	7,406.19
81E7W71121W	BHENWYHILINE	SQLOBILITY COMMUN	15	15-Mar-12	5 1,086.87	\$ 1,203,42	1,229.53	\$ 829.76 (8)		\$ 1,230,50 []		\$ 1,239.53	\$ (1,086.97)		1,582.49	\$ 1,843.19	8 -	\$ 1,839.30
0128072532	M0072522	GLOBILITY COMMUN	7.	67-Mar:16	5 24,188.64	\$ 28,957.49	31,486.01	8 21 827.43 1	7,636.58	\$ 38,384 05		\$ 35,384,05	3 (53,545,33)		\$ 77,850.06	1 31,617,43	5	3 48,022.63
B1E36A7121194	BHESSATIOTISE	OLOBILITY COMMUNI	.16	15-May-18	5 1,441.33	\$ 1,876,47	1 2:324 30	1 1,044.83 1	0.079.52	\$ 2,000,70 1	1	\$ 2,035.75	\$ (1.841.73)		\$ 6,036,69	\$ 3,021 30	\$	3 2,015.29
BIPMODESHIE	B1FM6Q6092196	GLOSILITY COMMUN	(1)	15-Mar-11	5 959.04	3 454.43	120.61	\$ 270.24 \$	255.26	\$ 511.36	1	\$ \$11.58	3 (436.54)		\$ 1,485.8E	\$ 726,67	\$.	\$ 794,31
B1E36A7113196	B1E36A7113196	DLOBILITY COMMUN	16	16-May-16	5 243.00	\$ 271.25	279.39	\$ 144,20 \$	125.19	8 279.39 1	1	3 279:38				5 415.65	S	\$ 414.58
Q1FSQQQQQQQ1186	B1F\$6Q\$693198	GLOBILITY COMMUN	10	16-Man 19	5 78.36	\$ 173.52	176.12	\$ \$0.50 \$	新22	\$ 176.72 1	1	37673			E 528.28			1 263.95
BHESKATHSHM	B1ES6A7112196	GLOBILITY COMMUN	1.0	15-Mar-15	\$ 122,50	8 135.62	139.69	\$ 72,10 \$	起題	\$ 139.60 1		120.00	E (122,90)		\$ 416.00	\$ 257,71	15	\$ 207.20
619395367	3162950ST	GLOBILITY COMMUN	7	17-Mar-10	5 90,074.73	3 166,129,63 3	161.635 37	\$ 130,351.10	231,286.27	\$ 167,166.00 1		SER VENTOR	3 (265,303,96)		\$ 323,800,77			1 102,452,27
0102458080	T3458000	QLOBILITY COMMUN	1	£1-Mar-16	\$ 151.25	\$ 121.26	13126	\$ 131.26 (8)	- State 3	\$ 131.26 1	1	135,26	E (131.26)		1 333,79	\$ 262.52	1 .	\$ 131.26
3030690873	U101428005	GLOBUTY COWMUN	1	01-Mar-19	5 45.83	E 116.02:	118.82	\$ 110.82 \$	-	\$ 114.82 1		118.82	4 (8.6)		\$ 388,46	\$ 237.84	5	3 118.82
4126002525	140002525	GLOBILITY COMMUN	10	13-May-16	5-305.507.56	\$ 647,452.17 1	440,400.67	8 324,202.73	110 206 54	\$ 433,537.65 1	1 4 1	453,537,86	-3 1,361,767.21	\$ 10,001.99	\$ 431,837,65	\$ (116,300.94)	\$	\$ 549,744.59
2087430471	0102200191	CK, DBILITY COMMUN	1	01-Mar-16	\$ 2,283.76	\$ 5445 90 1	5,444.43	5 5,444.43 \$1	Introduction 1	\$ 2,445.41 1		Commence of the Park of the Pa	the Contract of the Contract o					3 5,445,41
C115041015	Q5041015	GLOBILITY COMMUN	4	04-Mar-16	\$ 28571.82	\$ 58 043.01	\$ 57,429 56	\$ 51,871.66	8.582.70	\$ 55,584.97 \$	5 + 1	\$ 35,584,97	4 106,855.51		\$ 93,033,86	\$ 21,891.16	1	8 61,142,67
	81F8807115196 91E9MAT101196 91E9MAT102196 91E9MAT102196 91E9MAT102199 91E9MAT102199 91F9MAT10219 91F9MAT10219	81EXAA7118168 81EXAA718188 81F80CA718186 81F80CA718186 81F80CA718186 81EXAA718186 81EXAA718186 91EXAA718186 91EXAA7182186 91EXAA7182186 91EXAA7182186 91EXAA7182186 91EXAA7183186 91EXAA	81ENATTHEINS STEXARTISTIN CLOSELTY COMMUNICATION OF STREET COMMUNICATION OF ST	81EXACT TIBING BITEXCATTIBING OLD RELITY COMMUNIX 16 81F8007113796 BITEXCATTIBING OLD RELITY COMMUNIX 16 81F8007113796 BITEXCATTIBING OLD RELITY COMMUNIX 16 81EXIACT TITLE BITEXCATTIBING OLD RELITY COMMUNIX 16 91EXIACT TITLE BITEXCATTIBING OLD RELITY COMMUNIX 17 81EXEACT STAND BITEXCATTIBING OLD RELITY COMMUNIX 18 81EXEACT STAND BITEXCATTIBING OLD RELITY COMMUNIX 19 81EXEACT STAND BITEXCATTIBING OLD RELITY COMMUNIX 19 81EXEACT STAND BITEXCATTIBING OLD RELITY COMMUNIX 10 81EXEACT STAND BITEXCATTIBING OLD BITEX COMMUNIX 10 81EXEACT STAND BITEXCATTIBING OLD BITEX COMMUNIX 10 81EXEACT STAND BITEXCATTIBING OLD BITEX COMMUNIX 17 91EXEACT STANDARD TO COMMUNIX 18 91EXEACT STANDARD TO COMMUNIX	BTENNATTIBLE BTENNATTIBLE CLORETY COMMUN. 16	ADDITION BITS DATE Company Date Date	Associate BITS / BIAN Group Name BITS Day Last BITS Date Forward Feb BEENANT 1879 BEENANT 1879 COUNTY COMMUN 15 15 Mars 18 \$ 87,333,50 \$ 16,771,20 BEENANT 1879 STRONGT 1879 COUNTY COMMUN 16 15 Mars 18 \$ 87,333,50 \$ 16,771,20 BEENANT 1879 STRONGT 1879 COUNTY COMMUN 16 15 Mars 18 \$ 12,517,81 \$ 1,517,81	ADDRESS ADDR	Post-bankruptey Jan 19th and Bit 19th and B	Post-bankruptcy Jan 19th and September Buildbay Last Bill Date Feb March March Invoice Broken down	Post-bankruptcy Jan 19th and Battle TRAN Group Marks Bill Day Last Bill Date forward Feb March March Invoice Broken down April	Post-bankruptcy Jan 19th and BEEARATTERMS DEFORMT COMMUN. 15 US Mer 18 \$ 87,353,50 \$ 16,712.0 \$ 16,014.1 \$ 1 \$ 2,000.0 \$ 7,456.1 \$ 1 \$ 2,000.0 \$ 2,000.0	Post-bankruptcy jan 19th and BERANT 19198 CLOSHITY COMMUN 15 U. March \$ 87,553.50 \$ 16,753.00 \$ 16,151.00 \$ 16,161.00 \$ 7,563.00 \$	Post-bankruptcy Jan 19th and Security Communication Security Co	Post-bankruptry Strain But But Date Dat	Post-bankruptcy Jan 19th and Bill Date Feb Marie March Invoice Broken down April Invoice Broken	POST-BRANCHIST IN AN Group Marks IN CAN Last Bill Date Froward Feb. March Invoice Broken down April Invoice Broken down Ap	Post-bankruptcy jan 19th and Executive in 19

HMNET TECHNOLOGIES

									Primus	Birch		Primus	Birch				Primus	Primus	Bîrch
	BTN / BAN	Group Name	Bill Day	Last Bill Date	Post-bankruptcy Jan 19th and forward	19th and	March		oice Broken	April	April Invoice	Broken down	Payments - Jan 20 to Mar 31	Credits	Total Amount owed		April Invoice	April 01 forward	
VOICE	3030994213	0102231970	HMNET TECHNOL	13	13-Mar-16	\$ 19,002.15	\$23,606,43	\$ 23,737.87	\$ 14,549.02	\$ 9,188.85	\$ 23,521.50	\$ 71.64	\$ 23,449.86	\$ (19,002.15)		\$ 70,865.80	\$ 38,155.44	5 71.64	\$ 32,638.72
VOICE	1076160616	5141100176	HMNET TECHNOL	13	13-Mar-16	5: 11,644.18	\$ 14,082.73	\$ 13,886.17	\$ 8,510.88	\$ 5,375,29	\$ 13,898.51	\$	\$ 13,898.51	3 (11,644.18)	A	\$ 41,867.41	\$ 22,593.61	5 -	\$ 19,273.80
DATA	0126036891	N6036891	HMNET TECHNOL	13	13-Mar-16	\$ 7,969.06	\$ 9,881.63	\$ 9,985.59	\$ 6,120.20	\$ 3,885.39	\$ 9,881.63	5 +	\$ 0,881.63	\$ (17,850.89)		\$ 19,867.22	\$ 6,120.20	\$.	\$. 13,747.02
VOICE	0153949900	6135679918 W	HMNET TECHNOL	1	01-Mar-16	5 -	\$ 5,493.69	\$ 4,527.20	\$ 4,527.20	\$	5 4,823.10	\$ 4,823.10	\$ -			\$ 14,843.99	\$ 10,020.89	\$ 4,823.10	, s
VOICE	0154198482	6131072755 W	HMNET TECHNOL	1.	01-Mar-16	5	\$ 2,686.15	\$ 2,632.39	\$ 2,632.39	\$ -	\$ 2,836.56	\$ 2,836.56	5			\$ 8,155.10	\$ 5,318.54	\$ 2,836.56	\$
VOICE	0153948443	6131072479 W	HMNET TECHNOL	1	01-Mar-16	Š -	\$ 2,364.20	\$ 2,311,81	\$ 2,311.81	5 -	\$ 2,301.06	\$ 2,301.06	-\$			\$ 6,977.07	\$ 4,676.01	\$ 2,301.06	\$ =
IPBB	511506896	511506896	HMNET TECHNOL	20	20-Mar-16	5 1,689.35	\$ 1,689.35	\$ 1,689.35	\$ 653 94	\$ 1,035.43	\$ 1,689.35	\$.	\$ 1,680.35	\$ 1,689.35		\$ 5,068.05	\$ 2,343.29	5 .	\$ 2,724.76
VOICE	0154392937	6131073075 W	HMNET TECHNOL	1	01-Mar-16	\$ -	\$ 624.42	\$ 611.27	\$ 611.27	5 -	\$ 708.42	\$ 708 42	\$			\$ 1,944.11	\$ 1,235.69	\$ 708.42	ş
																			EASTER DOOR SHOW

PRIMUS TELECOMMUNICATIONS

												Primus	- 3	Birch 🖂			Prima	ri .	A Specto	4			Primus	Primus	Birch
System	Account	RTN/BAN	Group Name	Bill Dag	Last Bill Date	lar	nkruptcy 19th and	Feb		March	M	farch Invoice	Broke	en down		April	April In	voice	Broken down	Total Payments - Jan 20 to Mar 31	Credits	Total Amoun	t Jan 19th to March 31	April invoices	April O1 forward
PBB	1300280415	1000205415	PRIMIS	13			25,138,76	\$ 41,530.04	1	30.046.10	3	38,648.16	1		5.	41,327.36	5 41.32	7.36	\$2.11.TH	\$ (41,641.98)	1	\$ 104,009.24	\$ 63,483.88	\$ 41,327,38	3
PBS	103905375	503958375	PRMUL	13	13-Mar-18		10,222.87	and the second	1	8,552.98	8	8,552.98	1		3	7:382.89	1 7,38	12.89	(S.J.))	\$ (12,453.1年	\$ (147.68)	\$ 26,563.16	\$ 10,180,29	\$ 7,382.89	3 -

January to March 2016

Primus In-Service	January	February	March	Total	Rate	Applied	Pr	imus Loop Rates	 Charges (Rate Applied)	Charges Primus Rate	,	Adjustment
Band A	4,422	4,380	4,352	13,154	\$	5.69	5	7.82	\$ 74,846.26	\$ 102,864.28	\$	28,018.02
Band B	31,284	30,959	30,641	92,884	\$	11.52	\$	13.01	\$ 1,070,023.68	\$ 1,208,420.84	\$	138,397.16
Band C	1,423	1,406	1,386	4,215	\$	13.80	5	15.12	\$ 58,167.00	\$ 63,730.80	\$	5,563.80
Total											\$	171,978.98

Reworked to exclude January 1 to January 18

	January								March								
1						Ad	justment										
	Rate Applied	Prin	nus Rate	Adju	stment	for	13 days	Rate Applied	Primus Rate	Adjus	tment	Rat	e Applied	Prim	nus Rate	Ad	justment
Rate Band A	\$ 25,161.18	\$	34,580.04	\$	9,418.86	\$	3,949.84	\$ 24,922.20	\$ 34,251.60	\$	9,329.40	\$	24,762.88	\$	34,032.64	\$	9,269.76
Rate Band B	\$ 360,391.68	\$	407,004.84	\$	46,613.16	\$	19,547.45	\$ 356,647.68	\$ 402,776.59	\$	46,128.91	\$	352,984.32	\$	398,639.41	\$	45,655.09
Rate Band C	\$ 19,637.40	\$	21,515.76	\$	1,878.36	\$	787.70	\$ 19,402.80	\$ 21,258.72	\$	1,855.92	\$	19,126.80	\$	20,956.32	\$	1,829.52
						\$	24,285.00			\$	57,314.23					\$	56,754.37

Total Q1 \$ 138,353.60

Taxes \$ 17,985.97

Total with Taxes

Tab K

THIS IS EXHIBIT "K" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De:

Gagnon, François D.

Envové:

June-20-16 3:47 PM

À:

Bissell, Steven (Steven.Bissell@fticonsulting.com)

Cc:

linc.rogers@blakes.com; Peter Zammit (peter.zammit@bell.ca); Gibson, Jill; Lefebvre,

Eugénie; Duchesne, Marc; Jaipargas, Roger; Liu, Victor (vliu@goodmans.ca)

Objet:

TR: Primus Canada Aging 2016 - Breakdown Version 8

Pièces jointes:

Primus Canada - Aging April 1 2016 - Breakdown Version 8.xlsx

Dear Steven.

Further to our telephone conversation, please find below and enclosed an email form Greg Darnell at PMULC to Peter

You will see from the email and enclosed revised spreadsheet, that PMULC is now saying that the amount of Postclosing services rendered by Bell to PMULC (but invoiced in March 2016) is much less than Bell's calculation of the split.

Obviously, if the split of pre-closing and post-closing services is modified in favor of PMULC, any amount that is not paid by PMULC will need to be paid by PCTI. Therefore, to a certain extent, this is not Bell's issue. It is an adjustment that needs to be settled as between PMULC and PCTI.

I highly recommend that we have a call in the next few days to review.

Best regards.

François D. Gagnon

Partner / Associé

Tél. 514.954,2553 | F / Téléc. 514.954.1905 | Mob. 514.792.5309 | fgagnon@blg.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4



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De : Zammit, Peter [mailto:Peter.Zammit@bell.ca]

Envoyé: June-17-16 3:14 PM

À: Laurence, Marc Andre; Gagnon, François D. Cc: Asselin, Manon; Ramka, Walter; Gibson, Jill

Objet: FW: Primus Canada - Aging 2016 - Breakdown Version 8

Hello Francois

We received this back from Greg and we are far apart on the amounts.

Marc and I will review and set up a call with Greg and his team to review.

Regards

Peter Zammit Manager Credit and Collections Bell Wholesale 905-614-8067 peter.zammit@bell.ca

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From: Darnell, Greg [mailto:Greg.Darnell@birch.com]

Sent: Friday, June 17, 2016 2:48 PM

To: Zammit, Peter Cc: Hylton, Marilyn

Subject: Primus Canada - Aging 2016 - Breakdown Version 8

Peter,

The attached workbook contains Birch's reconciliation of pre and post-bankruptcy liabilities for services that Bell provided to PCTI and Primus Management, ULC.

This workbook contains the worksheets that you provided me, with your worksheets renamed by adding the word "Bell's" to each worksheet name. Other than changing the name, these worksheets have not been changed from what you provided.

This workbook also contain additional, and corresponding worksheets, with the leading name "Birch's" so that Birch recalculations can be seen for each account.

There is one fundamental issue that drives Birch's re-calculations. This issue is that Bell's analysis incorrectly assumed that liabilities should always be assigned using the invoice date. This assumption is not always valid because the invoice date does not always reflect the service period associated with the charges on the invoice, and some costs are billed in arrears (e.g., usage and NRCs) and some costs are billed in advance (e.g., MRCs). Birch has corrected this error by assigning cost to pre and post-bankruptcy period based on when the liability occurred, which is when the service was provided.

Bell's methodology error materially affected the following eleven invoices:

Account#	Account Description	Invoice Date	Service Start Date	Service End Date	# Post March 31 Days
300008096	HSA	3/25/2016	3/1/2016	3/31/2016	0
4080	DMC	3/31/2016	3/1/2016	3/31/2016	0
514-110-					
0189	RCM-East	3/28/2016	3/28/2016	4/27/2016	27
010-806-		0/15/0010	- 4 4 4 -		
0228	PAMC	3/16/2016	3/16/2016	4/15/2016	15
010-806- 0229	PAMC	3/16/2016	3/16/2016	4/15/2016	15
010-806-	TAME	3/10/2010	3/10/2010	4/15/2010	13
0230	PAMC	3/16/2016	3/16/2016	4/15/2016	15
010-806-					
0227	PAMC	3/16/2016	3/16/2016	4/15/2016	15
300003191	GAS	3/25/2016	3/1/2016	3/31/2016	0
N600 2525	ULL	3/10/2016	3/10/2016	4/9/2016	9
300280415	Toll-USD	3/13/2016	2/1/2016	2/29/2016	0
503955375	Toll-USD	3/13/2016	2/1/2016	2/29/2016	0
		-,,	-, -,	_,,	_

The changes necessary to the pre and post-bankruptcy liabilities calculated by Bell for these accounts can be evaluated on the "Adjusted Invoices" and "Adjusted Invoice details" worksheets.

In total, Birch calculates that for March 2016 invoices, Birch owes Bell \$721,057.69 (CDN\$) for services that Bell provided to Primus Management, ULC beginning on April 1, 2016. This can be seen on the "Birch Revised Summary" worksheet.

Primus Management, ULC has paid all April Bell invoices, in their entirety, including any portion related to pre-April

1. As such, Bell's April invoices can be excluded from this reconciliation and we only need to look at the March invoices.

Let me know if you concur or disagree with Birch's assessment of assignment of pre and post-bankruptcy liabilities and/or would like to go over Birch's calculations in more detail.

Hook forward to your response.

Thank you,

Greg Darnell Director Margin Assurance

O: 678 370 2467 W: 678 577 6541

greg.darnell@birch.com



From: Zammit, Peter [mailto:Peter.Zammit@bell.ca]

Sent: Friday, June 17, 2016 1:03 PM

To: Darnell, Greg < Greg. Darnell@birch.com > Cc: Hylton, Marilyn < marilyn.hylton@bell.ca >

Subject: FW: Primus Canada - Aging 2016 - Breakdown Version 7 3 (2).xlsx

Hello Greg

Hope all is well.

How is your reconciliation going?

Regards

Peter Zammit
Manager Credit and Collections
Bell Wholesale
905-614-8067
peter zammit@bell.ca

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From: Zammit, Peter

Sent: Tuesday, June 14, 2016 3:15 PM

To: 'Darnell, Greg'

Subject: Primus Canada - Aging 2016 - Breakdown Version 7 3 (2).xlsx

Tab L

THIS IS EXHIBIT "L" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De: Bissell, Steven < Steven.Bissell@fticonsulting.com>

Envoyé: July-28-16 2:10 AM

A: Gibson, Jill; Zammit, Peter; Doug Cooper (DCooper@primustel.ca); Laurence, Marc

Andre; Hylton, Marilyn; Lefebvre, Eugénie; Duchesne, Marc; linc.rogers@blakes.com;

aryo.shalviri@blakes.com; Gagnon, François D.; Meakin, Nigel

Objet: Primus - Bell post-Filing, pre-Closing reconciliation. Next steps.

Pièces jointes: Primus Canada - Aging 2016 - Breakdown Version 7 6_dc (07262016).xlsx

Hello everyone -

Following our call on July 21st, and in an effort to close the reconciliation of the post-Filing, pre-Closing charges compared to advance payments for services provided by Bell to PTCI during that period, attached is an updated schedule showing PTCI's calculation of the outstanding post-Filing, pre-Closing charges (see tab, "PTCI Revised Summary", column F). The attached file and Revised Summary indicates that the outstanding post-Filing, pre-Closing charges total:

1) CAD 804,052.33 (cell F9 in the PTCI Revised Summary tab); and

2) USD 22,620.79 (cell F13 in the PTCI Revised Summary tab).

The Monitor understands that these outstanding amounts reflect the agreed approach of allocating charges to periods based on when services were provided/accrued versus an allocation methodology based on invoice dates. Based on this approach, in addition to the treatment of account no. 300003191 which was discussed last July 21st, it should be noted that a portion of certain invoices issued by Bell to PTCI in February 2016 for the Wholesale Local Service and Features ("WLSF") accounts no. 514-110-0077, 010-220-0255, and 010-702-9134 totaling CAD 277,227.20 were removed from the calculation of the outstanding post-Filing, pre-Closing charges as these invoices consisted of retroactive charges for WLSF services provided by Bell to PTCI in November and December 2015.

As a reminder to this group, the outstanding post-Filing, pre-Closing charges in the Revised Summary do not include Bell invoices issued in April (the "April Invoices"). The Monitor understands that the April Invoices, with the exception noted below, have been paid by Primus Management ULC (Birch) to Bell and are not included in the attached reconciliation. The allocation and settlement of the post-Filing, pre-Closing charges associated with the April Invoices have been dealt with directly between PTCI and Primus Management ULC.

With respect to the exception in the payment of the April Invoices, the Monitor is advised that with respect to the April Invoices in respect of the WLSF accounts listed above, a portion totaling CAD 332,448.91 related to retroactive charges for the WLSF service provided by Bell to PTCI during the post-Filing, pre-Closing period were not paid due to a dispute between PTCI and Bell with respect to the basis for the rate increase giving rise to the retroactive amounts charged.

Can we regroup on another call to discuss this email and the status of the post-Filing, pre-Closing reconciliation? I will be travelling today and tomorrow so would like to suggest a call next week after the long weekend in Ontario.

1

Steve

Steven Bissell

Managing Director, Corporate Finance & Restructuring

FTI Consulting

+1.416.649.8054 T | +1.416.358.0641 M-

221

steven.bissell@fticonsulting.com

79 Wellington Street West, Suite 2010 | P.O. Box 104 Toronto, Ontario, M5K 1G8, Canada www fticonsulting.com

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Tab M

THIS IS EXHIBIT "M" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De:

Gagnon, François D.

Envoyé:

August-01-16 2:49 PM

À:

Bissell, Steven

Cc:

Gibson, Jill; Zammit, Peter; Laurence, Marc Andre; Hylton, Marilyn; Lefebvre, Eugénie;

linc.rogers@blakes.com; arvo.shalviri@blakes.com; Meakin, Nigel

Objet:

RE: Primus = Bell post-Filing, pre-Closing reconciliation. Next steps.

Steven,

We are reviewing this matter, but can state that we disagree with the position taken by the Monitor with respect to preclosing obligations of PTCI.

We will revert shortly with our detailed analysis.

Best regards.

rangois II. Garnon

Borden Ladner Gervais

Partner / Associé Tél, 514.954.2553 | F / Téléc. 514.954.1905 | Mob. 514.792.5309 | fgagnon@blg.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4

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De: Bissell, Steven [mailto:Steven.Bissell@fticonsulting.com]

Envoyé: July-28-16 2:10 AM

À : Gibson, Jill; Zammit, Peter; Doug Cooper (DCooper@primustel.ca); Laurence, Marc Andre; Hylton, Marilyn; Lefebvre, Eugénie; Duchesne, Marc; linc.rogers@blakes.com; aryo.shalviri@blakes.com; Gagnon, François D.; Meakin, Nigel **Objet:** Primus - Bell post-Filing, pre-Closing reconciliation. Next steps.

Hello everyone -

Following our call on July 21st, and in an effort to close the reconciliation of the post-Filing, pre-Closing charges compared to advance payments for services provided by Bell to PTCI during that period, attached is an updated schedule showing PTCI's calculation of the outstanding post-Filing, pre-Closing charges (see tab, "PTCI Revised Summary", column F). The attached file and Revised Summary indicates that the outstanding post-Filing, pre-Closing charges total:

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As a reminder to this group, the outstanding post-Filing, pre-Closing charges in the Revised Summary do not include Bell invoices issued in April (the "April Invoices"). The Monitor understands that the April Invoices, with the exception noted below, have been paid by Primus Management ULC (Birch) to Bell and are not included in the attached reconciliation. The allocation and settlement of the post-Filing, pre-Closing charges associated with the April Invoices have been dealt with directly between PTCI and Primus Management ULC.

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Can we regroup on another call to discuss this email and the status of the post-Filing, pre-Closing reconciliation? I will be travelling today and tomorrow so would like to suggest a call next week after the long weekend in Ontario.

Steve

Steven Bissell

Managing Director, Corporate Finance & Restructuring

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Tab N

THIS IS EXHIBIT "N" REFERRED TO IN THE AFFIDAVIT OF WALTER RAMKA SWORN BEFORE ME, THIS 15th DAY OF SEPTEMBER, 2016

A Commissioner for Taking Affidavits

De:

Gagnon, François D.

Envoyé:

September-09-16 2:14 PM

À:

ROGERS, LINC

Cc:

'Meakin, Nigel'; 'Bissell, Steven'; SHALVIRI, ARYO; Jaipargas, Roger

226

Objet:

RE: Bell Reconciliation

Linc,

Please rest assured that we are working diligently on this matter, and so is our client. A number of our client's staff continues to obtain and generate reports (which often times cannot be generated by its accounting systems, and which are required strictly as a result of the CCAA proceedings by PTCI). We continue to receive and analyze the documents in order to state Bell's position clearly.

Moreover, Bell has asked that we deal simultaneously with the WLSF issue as well as the payment default by PTCI and PMULC of post-filing obligations.

Unfortunately, these issues are fairly complicated as a result of the sheer size of the business relationship between Bell and PTCI, and were made even more complicated by the CCAA proceedings by PTCI, which situation was forced upon Bell.

We understand that the Monitor wishes to move this matter along, however, we have not even seen the Monitor 's, PTCI's or PMULC's reasoning for its refusal to pay post-closing obligations in accordance with the Consent to Assignment Agreement executed on March 2, 2016. Bell has fulfilled its obligations under such agreement, but PTCI and PMULC continue to default on their obligations, without having formally explained their reasoning.

We will get back to you in due course, but in the meantime, would appreciate understanding the Monitor's and PTCI's position more clearly.

Best regards.



François D. Gagnon Partner / Associé

Tél. 514.954.2553 | F / Téléc. 514.954.1905 | Mob. 514.792.5309 | fgagnon@blg.com 1000, rue De La Gauchetière Ouest, Suite / Bureau 900, Montréal, QC, Canada H3B 5H4



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De: ROGERS, LINC [mailto:LINC.ROGERS@blakes.com]

Envoyé: September-08-16 3:10 PM

À : Gagnon, François D.

Cc: 'Meakin, Nigel'; 'Bissell, Steven'; SHALVIRI, ARYO

22 Pbjet : RE: Bell Reconciliation

Francois,

We have not had a response to our e-mail below. May we please hear from you. As you know the Applicants and the Monitor are seeking to finalize matters in the estate.

Kind regards,

Linc A. Rogers Partner

Email: linc.rogers@blakes.com

Dir: 416-863-4168

Blakes-

Blake, Cassels & Graydon LLP

199 Bay Street, Suite 4000, Toronto ON M5L 1A9

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From: ROGERS, LINC

Sent: September-07-16 9:55 AM

To: Gagnon, François D. (FGagnon@blg.com)
Cc: Meakin, Nigel; Bissell, Steven; SHALVIRI, ARYO

Subject: Bell Reconciliation

Francois,

I hope you are well.

Further to our discussion last week where you indicated that you were targeting mid-this week to respond with Bell's position on the reconciliation and pricing matter, I am following up to see if we are still on track for that timeframe.

We look forward to hearing from you.

Many thanks,

Linc A. Rogers Partner

Email: linc.rogers@blakes.com

Dir: 416-863-4168

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

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.

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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AFFIDAVIT OF WALTER RAMKA (Sworn September 15, 2016)

BORDEN LADNER GERVAIS LLP

40 King Street West Toronto, Ontario M5H 3Y4

MARTIN SCLISIZZI

Tel: (416) 367-6027 Fax: (416) 361-2765 Email: msclisizzi@blg.com LSUC#14533R

ROGER JAIPARGAS

Tel: (416) 367-6266 Fax: (416) 361-7067 Email: rjaipargas@blg.com LSUC# 43275C

Lawyers for Bell Canada

TOR01: 6498351: v3

Tab 2

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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

Primus Canada

AFFIDAVIT OF PETER ZAMMIT (Sworn September 15, 2016)

I, PETER ZAMMIT, of the City of Cambridge, in the Province of Ontario, MAKE OATH AND SAY as follows:

- 1. I am the Manager Billing at Bell Canada ("Bell"), and as such have personal knowledge of the matters hereinafter deposed to.
- I have read the affidavit of Walter Ramka, sworn September 15, 2016, and I agree with the facts deposed to by Mr. Ramka. I was directly involved in the negotiations and discussions concerning the Bell Agreements, the Assigned Contracts, the Post-Filing Agreement, the Billing Date Method, the Assignment Agreement (all defined in Mr. Ramka's affidavit), the meetings and telephone discussions with the Purchaser, Primus Canada and the Monitor, referred to in Mr. Ramka's affidavit, and I adopt Mr. Ramka's evidence concerning these matters and the information attributable to me as my own evidence.

SWORN BEFORE ME at the City of) Mississauga, in the Province of Ontario,) this 15th day of September, 2016.

A Commissioner for taking affidavits

Peter Zammit

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

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.

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF PETER ZAMMIT (Sworn September 15, 2016)

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ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDINGS COMMENCED AT TORONTO

RESPONDING MOTION RECORD OF BELL CANADA

(Returnable September 16, 2016)

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