

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

MOTION RECORD OF ZAYO CANADA INC.

June 10, 2016

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TO: Service List

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Tab 1

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

Applicants

NOTICE OF MOTION

Zayo Canada Inc., formerly known as Allstream Inc. (“Zayo”), will make a motion to a Judge presiding over the Commercial List on a date to be fixed by the Court at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- in writing under subrule 37.12.1(1) because it is;
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

THE MOTION IS FOR

1. An Order that FTI Consulting Canada Inc., in its capacity as Monitor for the Applicants, pay Zayo the sum of \$1,219,549.88 from proceeds of the sale of the Applicants’ assets, on account of the Applicants’ monetary defaults in relation to agreements assigned by Zayo to Birch

Communications, Inc. or its permitted assigns pursuant to the consent assignments dated January 29, February 17, and March 1, 2016;

2. If necessary, an Order varying the order of Mr. Justice Hainey dated February 25, 2016 (the “Approval and Vesting Order”), and the order of Mr. Justice Wilton-Siegel dated March 2, 2016 (the “Assignment Order”), to authorize the payment sought in paragraph 1 above; and

3. Such further and other relief as the Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The moving party was formerly known as Allstream Inc. (“Allstream”). Effective March 15, 2016, Allstream changed its name to Zayo Canada Inc. (“Zayo”). The moving party is referred to as Zayo throughout this notice of motion.

The CCAA Proceeding

2. The Applicants were granted protection from their creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) pursuant to the order of Justice Penny dated January 19, 2016 (the “Initial Order”).

3. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as monitor of the Applicants (the “Monitor”) in these CCAA proceedings.

The APA

4. On January 19, 2016, the same date that the Initial Order was granted, the Applicants, as vendors, entered into an Agreement of Purchase and Sale (the “APA”) with Birch Communications, Inc. (“Birch”) or its permitted assigns, as applicable (the “Purchaser”).

5. Pursuant to the APA, the Applicants were required to use commercially reasonable efforts to obtain consents and approvals from counterparties to certain contracts (the “Essential Contracts”) that were to be assigned to the Purchaser as a condition of closing.

6. The APA requires the Purchaser to pay “Cure Costs”, as defined therein:

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

7. Essential Contracts for which consent to assign was given without court order are referred to herein as “Voluntary Assigned Contracts”.

8. To the extent that the Applicants were unable to obtain a counterparty’s consent to assign an Essential Contract, the Applicants agreed to seek from this Court an order directing the assignment of the unassigned Essential Contracts (the “Unassigned Contracts”) pursuant to the CCAA.

Zayo Seeks Information about the APA

9. By email dated January 21, 2016, Julie Wong Barker, counsel for Zayo (“Wong Barker”), wrote to the Monitor advising that Zayo was a significant supplier and creditor to Primus Telecommunications Canada Inc. (“Primus Canada”). Wong Barker asked the Monitor to confirm that Zayo would be added to any creditors’ list and would be provided with all required notices.

10. By email dated January 22, 2016, the Monitor replied to inform Wong Barker that Zayo was on the list of known creditors and would receive a "Notice to Creditors" by mail. The Monitor also informed Wong Barker that status updates would be posted on the Monitor's website.

11. By email dated January 26, 2016, Wong Barker wrote to the Monitor to ask when the APA would be made available on the Monitor's website. Wong Barker also asked the Monitor to email the APA to her that day.

12. By reply email sent that same day, the Monitor informed Wong Barker that the APA was not available because it was not yet a public document. Wong Barker was directed to refer to the Monitor's website for status updates regarding the CCAA proceeding.

13. Although the APA was made available on the Monitor's website on February 2, 2016, the Monitor did not inform Zayo to this fact or email a copy to Wong Barker as per her January 26, 2016 request.

14. Moreover, although Zayo was added to the list of creditors, it was not added to the original service list for receipt of materials filed in the CCAA proceeding.

Primus Canada Seeks Zayo's Consent to Assign Essential Contracts

15. By letter dated January 22, 2016, Primus Canada sought Zayo's consent to assign one or more contracts, to which Zayo was a counterparty, to the Purchaser.

16. Primus Canada requested a response from Zayo by no later than January 29, 2016. The January 22 letter warned Zayo that for any consent not received by January 29, 2016, the

Applicants would bring a motion to this Court to seek an order assigning the contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA.

17. Primus Canada did not tell Zayo that its contracts were Essential Contracts, that the APA provided for payment of Cure Costs only to counterparties that demanded such payment, or that if it went to court to seek to compel the assignment of Zayo's contracts the court would order payment of Cure Costs to Zayo.

18. On January 26, 2016, Primus Canada sent Zayo two additional letters requesting consent to assign contracts. Those letters warned that a motion would be brought for any consent not received by February 1, 2016.

19. A fourth letter concerning the assignment of contracts was sent by Primus Canada to Zayo on January 28, 2016. This letter requested a response by no later than February 5, 2016.

20. As of January 28, 2016, the APA had still not been made public by the Applicants. Zayo did not know, and had no way to find out, that the Applicants and the Purchaser intended to avoid paying Cure Costs to counterparties who cooperated with the Applicants' request to assign Essential Contracts on consent.

21. The letters from Primus Canada did not inform Zayo that:

- (a) the Applicants, the Applicants' secured creditors, the Purchaser, and the Monitor would take the position that Zayo's consent to the assignment amounted to a waiver of its right to be paid Cure Costs under the Approval and Vesting Order; and

- (b) if Zayo did not cooperate with the Applicants' request to consent to the assignment, it would be paid its Cure Costs.

22. The contracts to which Zayo was a counterparty that Primus Canada sought to assign to the Purchaser were essential to the functioning of Primus Canada's operations as a going concern and Primus Canada's ability to serve its customers. These contracts include mandatory 9-1-1 services and data services that Primus Canada re-sells to its business customers.

23. Primus Canada owes Zayo a total of \$1,219,549.88 under the contracts that it sought to assign to the Purchaser.

24. By letter dated January 29, 2016, Zayo consented to the assignment of the Essential Contracts to which it was a counterparty. The APA was still not publicized by the Applicants or the Monitor by that date. The list of contracts to which Zayo's consent applied was later clarified by Zayo and Primus Canada by subsequent letters exchanged on February 17 and March 1, 2016.

Zayo Not Informed it was not Entitled to Cure Costs

25. On February 2, the Applicants served motion materials in relation to the Approval and Vesting Order.

26. On February 25, 2016, Justice Hailey granted orders, among other things, approving the APA and, on closing, vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances other than Permitted Encumbrances (as defined in the APA).

27. On March 2, 2016, the Applicants moved before this Court to seek an order assigning their rights and obligations under the Unassigned Essential Contracts to the Purchaser. Pursuant to the order sought, as required under section 11.3 of the CCAA, the Purchaser was required to

pay Cure Costs as a condition of the Court granting the Assignment Order but was not required to pay Cure Costs for Voluntary Assigned Contracts.

Unfair Process and Outcome if Cure Costs not Paid

28. In its supervisory role, the Court should strive to ensure that the CCAA process unfolds in a fair and transparent manner. That standard was not met by the Applicants in the manner in which they sought consent from suppliers to assign contracts without proper disclosure of the consequences of consenting to assignments as compared to the consequences of having an assignment forced upon them by the Court.

29. In this proceeding, the Applicants' conduct of seeking consent to the assignment of contracts without disclosing to Zayo that Zayo would lose the right to be paid Cure Costs that are otherwise granted to non-consenting counterparties pursuant the CCAA, worked an unfairness in this transaction.

30. The Applicants' communications with Zayo in this proceeding were obfuscatory and should not be permitted to work the unfair result of putting Zayo in a worse position with respect to its right to Cure Costs than if it had not cooperated with the Applicants' request for consent.

31. Sections 11 and 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

32. Rule 37.14 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

33. Such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The affidavit of Julie Wong Barker, to be sworn, and the exhibits attached thereto.
2. Such further and other evidence as counsel may advise and this Honourable Court may permit.

May 13, 2016

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Lawyers for Zayo Canada Inc.

TO:
SERVICE LIST

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

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

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

ONTARIO
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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Tab 2

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AMENDED NOTICE OF MOTION

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PROPOSED METHOD OF HEARING: The Motion is to be heard

- in writing under subrule 37.12.1(1) because it is;
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

THE MOTION IS FOR

1. An Order that FTI Consulting Canada Inc., in its capacity as Monitor for the Applicants, pay Zayo the sum of \$1,228,779.81 from proceeds of the sale of the Applicants' assets, on account of the Applicants' monetary defaults in relation to agreements assigned by Zayo to Birch

Communications, Inc. or its permitted assigns pursuant to the consent assignments dated January 29, February 17, and March 1, 2016;

2. If necessary, an Order varying the order of Mr. Justice Hainey dated February 25, 2016 (the “Approval and Vesting Order”), and the order of Mr. Justice Wilton-Siegel dated March 2, 2016 (the “Assignment Order”), to authorize the payment sought in paragraph 1 above; and

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Unfair Process and Outcome if Cure Costs not Paid

28. In its supervisory role, the Court should strive to ensure that the CCAA process unfolds in a fair and transparent manner. That standard was not met by the Applicants in the manner in which they sought consent from suppliers to assign contracts without proper disclosure of the consequences of consenting to assignments as compared to the consequences of having an assignment forced upon them by the Court.

29. In this proceeding, the Applicants' conduct of seeking consent to the assignment of contracts without disclosing to Zayo that Zayo would lose the right to be paid Cure Costs that are otherwise granted to non-consenting counterparties pursuant the CCAA, worked an unfairness in this transaction.

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31. Sections 11 and 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

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33. Such further and other grounds as counsel may advise.

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1. The affidavit of Julie Wong Barker, to be sworn, and the exhibits attached thereto.
2. Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 10, 2016

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Lawyers for Zayo Canada Inc.

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

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AMENDED NOTICE OF MOTION

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Tab 3

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AND LINGO, INC.**

Applicants

AFFIDAVIT OF JULIE WONG BARKER

I, JULIE WONG BARKER, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am Senior Legal Counsel at Zayo Canada Inc. ("**Zayo**") (formerly known as "**Allstream Inc.**"), and have been since 2011. In this role, I advise Zayo on general corporate and commercial matters, disputes, and compliance. I have knowledge of the matters contained in this affidavit. Where I rely on the information provided to me by others, I believe that information to be true.

2. I obtained an Honours Bachelor of Arts from the University of British Columbia in 2000 and, while on a Commonwealth Scholarship, a Master of Arts from the University of Mysore in India in 2002. I then moved back to Canada and attended McGill University for law school, obtaining my LL.B and B.C.L in 2006. I was called to the Ontario Bar in 2007. From 2007 to 2009, I practiced in the Financial Services Group of a large, Bay Street law firm until my maternity leave commenced in November 2009. I joined Allstream Inc. as Legal Counsel in April 2011 and was promoted to Senior Legal Counsel a few months later.

Overview

3. As set out below, Zayo was a significant supplier and creditor of Primus Telecommunications Canada Inc. (“**Primus**”) when Primus was granted protection from its creditors under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) on January 19, 2016.

4. Shortly after Primus filed for protection, Zayo received four letters from Primus, seeking Zayo’s consent to assign certain contracts to Primus’ purchaser, Birch Communications Inc. (“**Birch**”). These letters warned that if Zayo did not provide its consent, Primus would bring a motion and seek an order from the Court forcing the assignments. I read these letters as Primus urging Zayo to cooperate and, as an important supplier to Primus, Zayo wanted to cooperate.

5. The letters from Primus did not indicate or suggest that if Zayo did cooperate and consent, it would be financially disadvantaged, or would not receive the same treatment as those parties that did not consent to having their contracts assigned to Birch. Nor did the letters suggest that by consenting, Zayo would be in a worse position with respect to obtaining its arrears or “Cure Costs” (defined below) than it would have been in had it not cooperated and withheld its consent.

6. Zayo consented to the assignment of its agreements as requested. It never would have consented if it was aware (or had been told) that it would lose any rights or would be financially disadvantaged by consenting.

Zayo’s History with Primus and Nature of Services Provided

7. Zayo is a leader in communications infrastructure and provides customers with fiber and bandwidth connectivity and cloud services. Zayo acquired Allstream Inc. (a wholly-owned

subsidiary of Manitoba Telecom Services Inc.) on January 15, 2016, to become the only Pan – U.S./Canada fiber network provider.

8. Zayo (as Allstream Inc.) had enjoyed a decades-long relationship with Primus, providing Primus with services that Primus then resold to its business and residential customers. These services included local business and residential telephone lines, inclusive of mandatory 911 services, as well as data services that Primus then resold to its business customers for all of their business applications and connectivity needs.

9. I understand from Zayo’s Account Manager for the Primus account that Zayo and Primus also contracted for Zayo to provide a twenty-year Indefeasible Right of Use (“**IRU**”) national fiber optic network to Primus, inclusive of an “Optical Carrier 12” (or “**OC-12**”) network. An OC-12 network is a network line with transmission speeds of up to 622 million bits per second. With this contract, Primus maintains the exclusive and indefeasible right to use the network capacity.

10. I also understand from Zayo’s Account Manager that the services that Zayo provides to Primus through its contracts, including the OC-12 network, are essential to Primus. I also understand that, without these contracts, Primus could not provide its end-customers with local services, inclusive of 911 service.

Zayo learns that Primus has Entered CCAA

11. On or around January 19, 2016, Zayo’s Account Manager informed me that Primus had, earlier that same day, filed for CCAA protection from its creditors. A copy of the Order of Justice Penny dated January 19, 2016 (“**Initial Order**”) is attached at Exhibit “A”.

12. As I am not well-versed with the CCAA process, I immediately searched for information on the internet related to the proceeding and discovered that the Monitor was FTI Consulting (the “**Monitor**”).

13. I wrote to the Monitor on January 21, 2016, advising that Zayo was a significant supplier to, and creditor of, Primus and asking the Monitor to confirm that Zayo would be added to any creditors’ list and would be provided with all required notices. I also asked the Monitor to advise me when the proof of claim forms would be available, or to email me the forms if they were already available. A copy of my email to the Monitor dated January 21, 2016 is attached as Exhibit “**B**”. I wanted to be sure that Zayo’s rights and its ability to recover debt were protected.

14. The Monitor replied to my email the next day, on January 22, 2016. The Monitor advised me that Zayo was on the list of known creditors and would receive a “Notice to Creditors” by mail. The Monitor further advised that “[a]t this time, there is no claims process approved by the Court so there is no Proof of Claims forms that need to be submitted.” A copy of the Monitor’s response to me is attached as Exhibit “**C**”.

Primus Requests Zayo’s Consent to Assign Contracts and Warns of a Motion

15. Around this time, Zayo received a letter from Primus, dated January 22, 2016. In this letter, Primus advised that it had commenced proceedings under the CCAA, and that, just before these proceedings had been commenced, it had run a sales process for the sale of all, or substantially all, of its assets. Primus explained that following this sales process, it had entered into an Asset Purchase Agreement (“**APA**”) dated January 19, 2016 with Birch, pursuant to which Primus would sell its business and assets, and assign certain contracts to Birch.

16. Primus then requested Zayo's consent to assign a June 2000 contract (as amended, restated and renewed) it had with Zayo. Primus wrote [emphasis added]:

We hope to have received consents from all counterparties to the Assumed Contracts by January 29, 2016. However, to the extent any consent... is not received by [this date], in order to ensure that all Assumed Contracts are assigned... ***the Primus Entities will be seeking an order for the assignment of any Assumed Contracts*** for which consent to assign has not been given at a motion currently scheduled to be heard February 17, 2016. ***If we have not received your consent by January 29, 2016, we will serve you with notice of the motion as well as the motion materials*** in connection with this request and evidence in support thereof.

A copy of this letter from Primus to Allstream, dated January 22, 2016, is attached as Exhibit "D".

17. A few days later, Primus sent Zayo two additional letters requesting Zayo's consent to assign more contracts. Only one of these letters was relevant to Zayo (the other referred to an MTS agreement, not a Zayo agreement). In any case, these letters again warned that a motion would be brought for any consent not received by February 1, 2016. A copy of the letter to Zayo dated January 26, 2016, is attached as Exhibit "E".

18. As I read these letters, I understood Primus to be asking Zayo, its long-time supplier, for its cooperation to avoid a costly and time-consuming motion. I understood that if Zayo did not voluntarily consent to the assignment, it would be forced to attend at a motion at which the Court would order the assignment, and Primus/Birch would achieve the same result whether or not Zayo consented. On the basis of Primus' letters, and given that the Monitor had advised me that there was not yet any court-approved claims process, I understood that the two scenarios (consenting to an assignment or a court ordering the assignment) would lead to the exact same result.

A Copy of the APA is Requested

19. Before taking any next steps, I wanted to review the APA, which Primus had referred to in its letters and was incorporating by reference. For this reason, on January 26, 2016, I wrote to the Monitor again and asked the Monitor when the APA would be available on the Monitor's website. I also asked the Monitor to email me a copy of the APA, if it was already available. A copy of my email to the Monitor is attached at Exhibit "F".

20. By reply email sent that same day, the Monitor informed me that "a copy of the asset purchase agreement is not available as it is not a public document." I was directed to refer to the Monitor's website for status updates regarding the CCAA proceeding. The Monitor went on to advise me that "[t]he claims process has not been initiated as it has not been approved by the Court." A copy of the Monitor's email to me is attached at Exhibit "G". I received no indication from the Monitor that the APA would be available in a matter of days on or around Feb. 2 on the Monitor's website.

Primus Again Asks for Consent and Zayo Consents

21. A fourth letter concerning the assignment of a contract was sent by Primus to Zayo's regulatory team on January 28, 2016. A copy of this letter is attached as Exhibit "H".

22. The APA was still not available on the Monitor's website the next day, January 29, 2016.

23. At this time, given that Primus had requested Zayo's consent by January 29, 2016, Zayo consented to the assignment of the contracts to which it was a counterparty. Again, as I stated, Zayo would never have consented to the assignments if it was aware that it would lose any rights or

would be financially disadvantaged by consenting. A copy of the letter from Zayo to Primus providing consent is attached as Exhibit "I".

24. Again, at the time Zayo consented on January 29, 2016, I had not, nor had anyone at Zayo, seen a copy of the APA. I believed that Zayo was simply cooperating, as requested by Primus, and avoiding a motion in which the Court would assign the contracts. I relied on the Monitor's advice that "the claims process [has] not yet been initiated" to mean that the Court was not yet assessing whether Primus owed Zayo (or any creditor) any funds, and that the time for this assessment would come later.

The APA Becomes Available Online and is Approved

25. I now understand that on or around February 2, 2016, the APA became available on the Monitor's website. Although I had requested – on January 26 – that the Monitor send me a copy of the APA once it was public, the Monitor did not do so. I assumed that if the APA affected Zayo's rights, the Monitor would have delivered it to me.

26. I also now understand that on or around February 2, Primus served motion materials in relation to an Approval and Vesting Order, and that on February 25, 2016, Justice Hainey granted orders, among other things, approving the APA and, on closing, vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances other than Permitted Encumbrances.

27. I now understand that this motion material contained a copy of the APA. However, I did not receive or review this February 2 motion material before the Order was granted on February 25.

Discussions with Kyle Mitchell at Primus

28. The list of contracts to which Zayo's consent applied was later clarified by Zayo in a subsequent letter on February 17, 2016. A copy of the letter from Zayo to Primus is attached as Exhibit "J".

29. Shortly thereafter, on March 1, 2016 at 10:59 am, my manager, and then-General Counsel of Zayo, received an email marked "high importance" from Kyle Mitchell, Regulatory Counsel at Primus, requesting a phone call at 11:30 am that morning. I told Mr. Mitchell I would be taking the call.

30. As I recall, Mr. Mitchell explained that Primus had received Zayo's February 17 letter, but that this letter needed tweaking because of what sounded like bureaucratic hurdles at Primus' office and the Monitor's office. He then asked if I would have Zayo's President/Managing Director, Michael Strople, sign a letter clarifying Zayo's February 17 letter. He explained that he needed this letter for clarification "at the motion tomorrow." I advised that I would, and Mr. Mitchell emailed me a letter dated March 1, for Mr. Strople's signature. A copy of this March 1 letter signed by Mr. Strople, and all enclosures, is attached as Exhibit "K".

31. I recall that Mr. Mitchell also advised on this call that Primus was going to remain a "Canadian affiliate" of Birch and that, pursuant to the APA, all of Primus' contracts would be assigned to Birch or an affiliate thereof. At no point on this call, however, did Mr. Mitchell say anything about how, by voluntarily consenting to assign contracts to Birch, Zayo would be waiving its rights in any way. He certainly did not mention anything about "Cure Costs".

32. On March 1, at the close of the business day, and then again on or sometime after March 4, I received US Bankruptcy Court materials. I did not hear anything further from the Monitor, or receive any further material with respect to any court motions.

33. On April 4, 2016, Zayo's Managing Director asked me what the status was with respect to Primus' pre-filing debt owed to Zayo. I had still not heard anything from the Monitor about whether and when Zayo could submit a proof of claim form, so I decided to reach out directly to Primus' counsel at Blake, Cassels & Graydon ("Blakes") to find out exactly what steps Zayo should take in order to recover the debt owed by Primus. A copy of my correspondence dated April 19, 2016 is attached as Exhibit "L". Although I wrote "without prejudice" on the email, it does not actually contain any privileged communication.

34. Blakes responded by advising that they would forward my email to the Monitor.

Primus' Position Regarding the Effect of Zayo's Consent

35. I have now reviewed the APA and understand that, pursuant to the APA, Primus was required to use commercially reasonable efforts to obtain consents and approvals from counterparties to certain contracts (defined in the APA as "Essential Contracts") that were to be assigned to Birch as a condition of closing. The contracts for which Primus sought Zayo's consent fall under the definition of "Essential Contracts" and are found in Schedule B of the APA.

36. The APA requires Birch to pay "Cure Costs", as defined therein:

in respect of any Assumed Contract, all amounts required to be paid to cure any monetary defaults thereunder, if any, *required to effect an assignment* thereof from a Vendor to the Purchaser....

37. The APA also provides that if Primus was unable to obtain a counterparty's voluntary consent to assign an Essential Contract, it was to seek from the Court an order directing the assignment of the unassigned Essential Contracts, pursuant to Section 11.3 of the CCAA

38. On March 2, 2016, Primus sought such an order. I now understand that, as a result, Birch was required to pay Cure Costs to those counterparties who had not consented to the assignment

(as a condition of the Court granting the Assignment Order) but was not required to pay Cure Costs to those counterparties who, like Zayo, voluntarily consented to assign contracts.

39. As I mentioned, at the time Zayo consented to assign its contracts to Birch, neither I, nor my colleagues in the legal department at Zayo, knew that Primus and Birch intended to avoid paying Cure Costs to counterparties who cooperated with Primus' request to assign Essential Contracts.

40. Primus' letters stated that if Zayo did not provide its consent, an order would be sought from the Court under Section 11.3 of the CCAA. These letters from Primus did not inform Zayo that the APA provided for payment of Cure Costs only to those counterparties that demanded such payment, nor did they state that if Primus went to Court to seek to compel the assignment of Zayo's contracts, the Court would order payment of Cure Costs to Zayo. The letters from Primus certainly did not suggest that by cooperating, Zayo would be in a worse position than if it had forced Primus to bring a motion to assign the contracts.

Primus Owes Zayo \$1.2 Million in Arrears

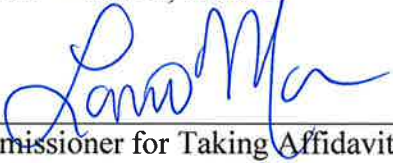
41. At the time Primus filed for CCAA on January 19, 2016, Primus owed Zayo approximately \$1,228,779.81. I am advised by a Zayo billing analyst that this is a fair approximation of the balance that remained, up to and including January 18, based on the unpaid balances including the pre-filing, usage-based call detail records and pre-filing, non-usage-based, fixed charges.

42. A Zayo billing analyst prepared and provided me with the following summary of the outstanding balances owed by Primus:

<u>Pre Filing Balances</u>	
Prior to Oct 31st	\$601.84
Oct Invoices	\$762.01
Nov Invoices	\$77,136.60
Dec Invoices	\$655,941.64
Jan Invoices	\$386,984.31
Feb Invoices	\$73,648.00
Mar Invoices	\$2,503.15
Total Pre Filing	<hr/>
Per Telemanager	\$1,197,577.55
Manual Bills	\$7,705.80
Internet Accts	\$23,496.46
GRANDTOTAL	<hr/>
	\$1,228,779.81

43. I understand from this same Zayo billing analyst that Zayo often billed Primus up to and over \$600,000 per month, and that Primus had sixty days to pay invoices. As I mentioned, Primus was a long-standing customer, and from what I have been advised, was not a delinquent customer. I am advised that it is therefore not surprising that Primus' unpaid balance totalled over \$1.2 million.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on
 June 10, 2016



Commissioner for Taking Affidavits
 (or as may be)



JULIE WONG BARKER

Tab A

This is Exhibit "A" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) TUESDAY, THE 19th
JUSTICE PENNY) DAY OF JANUARY, 2016



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

INITIAL ORDER

THIS APPLICATION, made by PT Holdco, Inc. ("Holdco"), Primus Telecommunications Canada Inc. ("Primus Canada"), PTUS, Inc. ("PTUS"), Primus Telecommunications, Inc. ("PTI") and Lingo, Inc. ("Lingo", and together with PTUS, PTI, Holdco and Primus Canada, the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Michael Nowlan sworn January 18, 2016 and the Exhibits thereto (the "Nowlan Affidavit"), the Pre-Filing Report of FTI Consulting Canada Inc., as proposed monitor, (the "Pre-Filing Report") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the proposed Monitor, no one appearing for any other party although duly served as appears from the affidavit of service filed, and on reading the consent of FTI Consulting Canada Inc. to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Nowlan Affidavit or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management

System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, any amounts relating to the provision of employee medical, dental and similar benefit plans or arrangements), vacation pay and expenses, and similar amounts owed to independent contractors, payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) all outstanding and future insurance premiums (including property and casualty, group insurance policy, director and officers liability insurance, or other necessary insurance policy);
- (c) all outstanding or future amounts owing in respect of customer rebates, refunds, discounts or other amounts on account of similar customer programs or obligations other than any refunds arising as a result of termination or cancellation of customer agreement or services; and
- (d) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise

may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$1,000,000 in the aggregate.
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or sale,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the

landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including February 18, 2016, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the

foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, credit card services provided by Chase Paymentech Solutions, Inc. or other credit card processors, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants without having to provide any security deposit or any other security in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "D&O Charge") on the Property, which charge shall not exceed an aggregate amount of \$3.1 million, as security for the indemnity provided in paragraph 20 of this Order. The D&O Charge shall have the priority set out in paragraphs 32 and 34 herein.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

23. **THIS COURT ORDERS** that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of their powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) liaise with Assistants, to the extent required, with respect to all matters relating to the Property, the Business and such other matters as may be relevant to the proceedings herein;
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements;
- (e) advise the Applicants in their development of the Plan and any amendments to the Plan;

- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) assist the Applicants, to the extent required by the Applicants, with their restructuring activities and/or any sale of the Property and the Business or any part thereof;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) hold and administer funds in accordance with arrangements among any of the Applicants, any Person and the Monitor, or by Order of this Court; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

25. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

26. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario*

Water Resources Act, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

27. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, including for greater certainty in the Monitor's capacity as "foreign representative", save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amounts of \$1,000,000 to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

30. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and their legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

31. **THIS COURT ORDERS** that the Monitor, Canadian and US counsel to the Monitor, and the Applicants' Canadian and US counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$1,000,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 32 and 34 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

32. **THIS COURT ORDERS** that the priorities of the Administration Charge and the D&O Charge, as among them, shall be as follows:

First - Administration Charge (to the maximum amount of \$1,000,000); and

Second - D&O Charge (to the maximum amount of \$3,100,000).

33. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge and the D&O Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

34. **THIS COURT ORDERS** that each of the Administration Charge and the D&O Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person that has not been served with notice of this order.

35. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants

also obtain the prior written consent of the Monitor, and the beneficiaries of the Administration Charge or the D&O Charge, as applicable, or further Order of this Court.

36. **THIS COURT ORDERS** that the Administration Charge and the D&O Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order, , and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

37. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

CHAPTER 15 PROCEEDINGS

38. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered, but not required, to act as the foreign representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada including, if deemed advisable by the Monitor, to apply for recognition of these proceedings in the United States pursuant to Chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101- 1532 and to take such other steps as may be authorized by the Court and any ancillary relief in respect thereto.

SERVICE AND NOTICE

39. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner (provided that the list shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual), all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

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

41. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

42. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

43. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

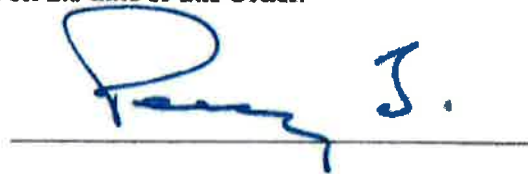
44. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this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

45. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a

representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

46. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 19 2016



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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9
Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230
Email: mkonyukhova@stikeman.com
Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-6820
Email: kesaw@stikeman.com
Vlad Calina LSUC#: 69072W
Tel: (416) 869-5202
Email: vcalina@stikeman.com
Fax: (416) 947-0866

Tab B

This is Exhibit "B" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU

Michelle Alexander

From: Wong Barker, Julie <Julie.WongBarker@allstream.com>
Sent: January-21-16 4:46 PM
To: 'primus@fticonsulting.com'
Subject: Primus CCAA

Good afternoon,

Allstream Inc. is a significant supplier and creditor to Primus Telecommunications Canada Inc., one of the Primus Entities in CCAA, pursuant to the info provided on your website at: <http://cfcanada.fticonsulting.com/Primus/default.htm>.

Please kindly confirm that we will be added to any creditors' list and provided with all required notices accordingly. Further to that, pls kindly advise when the proof of claim forms will be available, or kindly email it to me?

Best regards,
 Julie

Julie Wong Barker

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue
 200 Wellington Street West – #900*/200, rue Wellington Ouest - #900*
 Toronto, ON Canada M5V 3G2
julie.wongbarker@allstream.com | www.allstream.com
 Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Téloc. 416 345 2070
**Please note new suite number./Veuillez noter le nouveau numéro de bureau.*



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Tab C

This is Exhibit "C" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU

Michelle Alexander

From: Hamidi, Kamran <Kamran.Hamidi@fticonsulting.com> on behalf of Project Primus <primus@fticonsulting.com>
Sent: January-22-16 10:22 AM
To: Wong Barker, Julie
Subject: RE: Primus CCAA

Hello Julie,

We confirm that Allstream Inc. is included in the list of known creditors and as such, you will be receiving a "Notice to Creditors" document in the mail in the coming days. At this time, there is no claims process approved by the Court so there is no Proof of Claim forms that need to be submitted. Any status updates will be posted on the website listed below.

Thank you.
FTI Consulting

The Initial Order, Pre-Filing Report of the Proposed Monitor, as well as all other documents filed with the Court have been posted on a website being maintained by the Monitor at: <http://cfcanda.fticonsulting.com/primus>.

If you have any further questions or would like to further discuss this matter, please feel free to contact us at primus@fticonsulting.com or by phone at 416 649-8062 or 1-855-649-8062.

From: Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]
Sent: Thursday, January 21, 2016 4:46 PM
To: Project Primus
Subject: Primus CCAA

Good afternoon,

Allstream Inc. is a significant supplier and creditor to Primus Telecommunications Canada Inc., one of the Primus Entities in CCAA, pursuant to the info provided on your website at: <http://cfcanda.fticonsulting.com/Primus/default.htm>.

Please kindly confirm that we will be added to any creditors' list and provided with all required notices accordingly. Further to that, pls kindly advise when the proof of claim forms will be available, or kindly email it to me?

Best regards,
Julie

Julie Wong Barker

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue
200 Wellington Street West – #900*/200, rue Wellington Ouest - #900*
Toronto, ON Canada M5V 3G2
julie.wongbarker@allstream.com | www.allstream.com
Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télec. 416 345 2070
**Please note new suite number./Veuillez noter le nouveau numéro de bureau.*



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Tab D

This is Exhibit "D" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



January 22, 2016

Allstream Inc.
200 Wellington ST. W, Suite 1600
Toronto, Ontario
Attn: Michael Stropole
Phone: 416-644-9771

RE: Primus Telecommunications Canada Inc.- Contract Assignment

We are contacting you with respect to the contract dated June 20, 2000, between AT&T Canada ("AT&T") and Primus Telecommunications Canada Inc. ("Primus Canada") (as amended, restated, renewed, extended or assigned from time to time, the "Contract").

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

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

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

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

Primus Telecommunications Canada Inc.
5343 Dundas St. West • Suite 400 • Toronto, Ontario M9B 6K5 Canada
Tel: 416.236.3636 • 1.800.321.4028 • Fax: 416.236.7391 • www.primustel.ca

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.
3060 Peachtree Road, N.W.
Suite 1065
Atlanta, GA 30339
Attention: Vincent M. Oddo

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contract to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than **January 29, 2016**:

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

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

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

Yours very truly,



Bob Nice
CFO

Primus Telecommunications Canada Inc., Primus Telecommunications, Inc., Lingo Inc.

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

Dated _____

AT&T Canada


Per: _____

Name:

Title:

Tab E

This is Exhibit "E" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



January 26, 2016

Ron Haseman
Vice President, Access Management
200 Wellington Street West, Suite 900
Toronto, Ontario
M5V 3G2
Email: ron.hoseman@allstream.com

With a copy to:

Legal Department
200 Wellington Street West
16th Floor
Toronto, Ontario
M5V 3G2
Fax No.: (416) 345-2070
Attention: General Counsel and Corporate Secretary

RE: Globility Communications Corporation - Contract Assignment

We are contacting you with respect to the agreements listed at schedule "A" hereto, between MTS Allstream Inc. ("Allstream") and Primus Telecommunications Canada Inc. Primus Telecommunications Canada Inc. "Primus Canada") or between Allstream and Globility Communications Corporation (as subsequently amalgamated with Primus Canada (as amended, restated, renewed, extended or assigned from time to time, the "Contract").

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

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

Primus Telecommunications Canada Inc.
5343 Dundas St. West • Suite 400 • Toronto, Ontario M9B 6K5 Canada
Tel: 416.236.3636 • 1.800.321.4028 • Fax: 416.236.7391 • www.primustel.ca

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

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

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.
3060 Peachtree Road, N.W.
Suite 1065
Atlanta, GA 30339
Attention: Vincent M. Oddo

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contract to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than January 29, 2016:

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

We hope to have received consents from all counterparties to the Assumed Contracts by February 1, 2016. However, to the extent any consent with respect to any of the Assumed Contracts is not received by February 1, 2016, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA. The Primus Entities will be seeking an order for the assignment of any Assumed Contracts for which consent to assign has not been given at a motion currently scheduled to be heard February 17, 2016. If we have not received your consent by January 29, 2016, we will serve you with notice of the motion as well as the motion materials in connection with this request and evidence in support thereof.

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

Yours very truly,



Robert Nice
CFO

Primus Telecommunications Canada Inc., Primus Telecommunications, Inc., Lingo Inc.

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

Dated _____

MTS Allstream Inc.

Per: _____

Name:

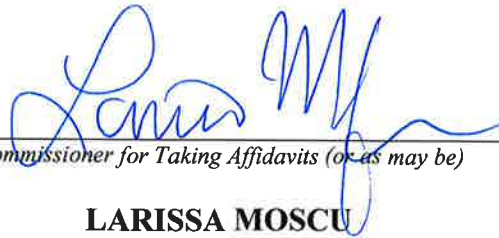
Title:

Schedule "A"

- 1 Capacity IRU Agreement dated June 28, 2000 and the Amending Agreement to Capacity IRU Agreement dated March 25, 2013
- 2 Amended and Restated Master Global Carrier Agreement dated April 14, 2015, Schedule A to Local Exchange Voice Services to Master Global Carrier Agreement dated June 25, 2015, Schedule A to Local Exchange Voice Services to Master Global Carrier Agreement dated April 24, 2015, Schedule B to Master Global Carrier Agreement dated April 24, 2015
- 3 Master Agreement for Interconnection dated December 4, 2003
- 4 Master Wholesale Agreement dated September 14, 2001 and its addendums dated October 8, 2004, July 28, 2006, January 1, 2007, October 30, 2007 and October 16, 2009
- 5 Master Agreement for CLEC-IXC Interconnection dated November 15, 2005

Tab F

This is Exhibit "F" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



LARISSA MOSCU

Commissioner for Taking Affidavits (or as may be)

Michelle Alexander

From: Wong Barker, Julie <Julie.WongBarker@allstream.com>
Sent: January-26-16 11:59 AM
To: Project Primus
Subject: RE: Primus CCAA

Thank you. To whom is the *Notice to Creditors* being sent and to which address?

When will the Asset Purchase Agmt between Primus and Birch Telecommunications Inc. be available on your Monitor's website?

Could the two docs above be emailed to me today?

Will there be a claims process in due course? If not, why not?

Julie Wong Barker

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

julie.wongbarker@allstream.com | www.allstream.com

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

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From: Hamidi, Kamran [mailto:Kamran.Hamidi@fticonsulting.com] **On Behalf Of** Project Primus
Sent: Friday, January 22, 2016 10:22 AM
To: Wong Barker, Julie
Subject: RE: Primus CCAA

Hello Julie,

We confirm that Allstream Inc. is included in the list of known creditors and as such, you will be receiving a "Notice to Creditors" document in the mail in the coming days. At this time, there is no claims process approved by the Court so there is no Proof of Claim forms that need to be submitted. Any status updates will be posted on the website listed below.

Thank you.
FTI Consulting

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The Initial Order, Pre-Filing Report of the Proposed Monitor, as well as all other documents filed with the Court have been posted on a website being maintained by the Monitor at: <http://cfcanada.fticonsulting.com/primus>.

If you have any further questions or would like to further discuss this matter, please feel free to contact us at primus@fticonsulting.com or by phone at 416 649-8062 or 1-855-649-8062.

From: Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]
Sent: Thursday, January 21, 2016 4:46 PM
To: Project Primus
Subject: Primus CCAA

Good afternoon,

Allstream Inc. is a significant supplier and creditor to Primus Telecommunications Canada Inc., one of the Primus Entities in CCAA, pursuant to the info provided on your website at: <http://cfcanada.fticonsulting.com/Primus/default.htm>.

Please kindly confirm that we will be added to any creditors' list and provided with all required notices accordingly. Further to that, pls kindly advise when the proof of claim forms will be available, or kindly email it to me?

Best regards,
Julie

Julie Wong Barker

Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue
200 Wellington Street West – #900*/200, rue Wellington Ouest - #900*
Toronto, ON Canada M5V 3G2
julie.wongbarker@allstream.com | www.allstream.com
Tel./Tél. 416 644 6705 | Cel./Cell. 647 638 4691 | Fax/Télé. 416 345 2070
**Please note new suite number./Veuillez noter le nouveau numéro de bureau.*



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Tab G

This is Exhibit "G" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU

Michelle Alexander

From: Hamidi, Kamran <Kamran.Hamidi@fticonsulting.com> on behalf of Project Primus <primus@fticonsulting.com>
Sent: January-26-16 2:25 PM
To: Wong Barker, Julie
Subject: RE: Primus CCAA

Hi Julie,

The Notice to Creditors was mailed this weekend to the following address:

200 Wellington Street West
ATTN: Gary Greenan
Toronto ON M5V 3G2

A copy of that document is also available on our website at:
<http://cfcanada.fticonsulting.com/Primus/other.htm>

A copy of the asset purchase agreement is not available as it is not a public document yet. The claims process has not been initiated as it has not been approved by the Court. Please refer to our website for any status updates regarding the CCAA proceedings. If there are any further questions, do not hesitate to contact us.

Thank you.
FTI Consulting

The Initial Order as well as all other documents filed with the Court have been posted on a website being maintained by the Monitor at: <http://cfcanada.fticonsulting.com/primus>.

If you have any further questions or would like to further discuss this matter, please feel free to contact us at primus@fticonsulting.com or by phone at 416 649-8062 or 1-855-649-8062.

From: Wong Barker, Julie [mailto:Julie.WongBarker@allstream.com]
Sent: Tuesday, January 26, 2016 11:59 AM
To: Project Primus
Subject: RE: Primus CCAA

Thank you. To whom is the *Notice to Creditors* being sent and to which address?

When will the Asset Purchase Agmt between Primus and Birch Telecommunications Inc. be available on your Monitor's website?

Could the two docs above be emailed to me today?

Will there be a claims process in due course? If not, why not?

Julie Wong Barker

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

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From: Hamidi, Kamran [<mailto:Kamran.Hamidi@fticonsulting.com>] **On Behalf Of** Project Primus
Sent: Friday, January 22, 2016 10:22 AM
To: Wong Barker, Julie
Subject: RE: Primus CCAA

Hello Julie,

We confirm that Allstream Inc. is included in the list of known creditors and as such, you will be receiving a "Notice to Creditors" document in the mail in the coming days. At this time, there is no claims process approved by the Court so there is no Proof of Claim forms that need to be submitted. Any status updates will be posted on the website listed below.

Thank you.
FTI Consulting

The Initial Order, Pre-Filing Report of the Proposed Monitor, as well as all other documents filed with the Court have been posted on a website being maintained by the Monitor at: <http://cfcanada.fticonsulting.com/primus>.

If you have any further questions or would like to further discuss this matter, please feel free to contact us at primus@fticonsulting.com or by phone at 416 649-8062 or 1-855-649-8062.

From: Wong Barker, Julie [<mailto:Julie.WongBarker@allstream.com>]
Sent: Thursday, January 21, 2016 4:46 PM
To: Project Primus
Subject: Primus CCAA

Good afternoon,

Allstream Inc. is a significant supplier and creditor to Primus Telecommunications Canada Inc., one of the Primus Entities in CCAA, pursuant to the info provided on your website at: <http://cfcanada.fticonsulting.com/Primus/default.htm>.

Please kindly confirm that we will be added to any creditors' list and provided with all required notices accordingly. Further to that, pls kindly advise when the proof of claim forms will be available, or kindly email it to me?

Best regards,
Julie

Julie Wong Barker

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

julie.wongbarker@allstream.com | www.allstream.com

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

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Tab H

This is Exhibit "H" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



January 28, 2016

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

RE: Primus Telecommunications Canada Inc. – Contract Assignment

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

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

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

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

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

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

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

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

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

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

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

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

Yours very truly,



Kyle Mitchell
Regulatory Counsel, Primus Telecommunications Canada Inc.

CC: iworkstation@mtsallstream.com

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

Dated 5 February 2016.

Allstream

Per:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Pauline Jessome'.

Name: Pauline Jessome
Title: Director, Regulatory
Allstream

Tab I

This is Exhibit "I" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



Michael Stropole
President

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

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

January 29, 2016

VIA EMAIL AND COURIER

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

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

Dear Mr. Bissell:

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

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

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

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

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

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

1. to MTS:

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

2. to Allstream:

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

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

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

Yours truly,

MTS INC.

ALLSTREAM INC.



per: Name:
Title:

per: Michael Strople
President

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

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

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

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

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

DATED this _____ day of _____, 2016.

Primus Telecommunications Canada Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

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

Date of Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	<ol style="list-style-type: none"> 1. June 28, 2000; 2. March 25, 2013 	<ol style="list-style-type: none"> 1. Capacity IRU Agreement; 2. Amending Agreement 	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	<ol style="list-style-type: none"> 1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015 	<ol style="list-style-type: none"> 1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound 		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	<ol style="list-style-type: none"> 1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010 	<ol style="list-style-type: none"> 1. Master Wholesale Agreement 2. Addendums 		MTSA
	Nov. 15, 2005	Master Agreement for CLEC-IXC Interconnection		MTSA
	July 7, 2005	Interconnection Agreement for the provision of 9-1-1 Service to a Competitive Local Exchange Carrier		MTSA

Tab J

This is Exhibit "J" referred to in the Affidavit of Julie Wong Barker sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



Michael Strople
President

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

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

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February 17, 2016

VIA EMAIL AND COURIER

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

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

Dear Mr. Bissell:

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

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

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

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

1. to MTS:

73

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

2. to Allstream:

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

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

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

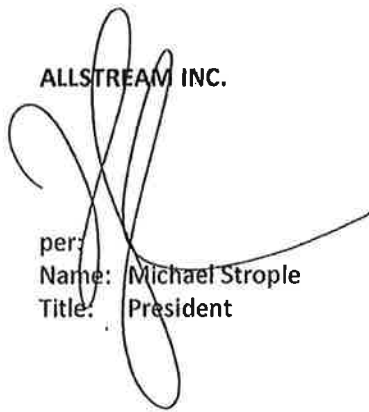
Yours truly,

MTS INC.

per:
Name:
Title:

ALLSTREAM INC.

per:
Name: Michael Strople
Title: President



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

2. to Allstream:

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

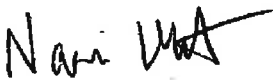
Following the aforementioned assignment of the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories) from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after the date hereof, and all notices under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

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

Yours truly,

MTS INC.

ALLSTREAM INC.



per:
Name: Naomi Hauptman
Title: Legal Counsel

per:
Name: Michael Stropke
Title: President

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

And to: Allstream Inc. ("Allstream")

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

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

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

DATED this _____ day of _____, 2016.

Primus Telecommunications Canada Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

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

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Date of Primus Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	<ol style="list-style-type: none"> June 28, 2000; March 25, 2013 	<ol style="list-style-type: none"> Capacity IRU Agreement; Amending Agreement 	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	<ol style="list-style-type: none"> April 14, 2015 June 25, 2015 April 24, 2015 April 24, 2015 April 30, 2015 	<ol style="list-style-type: none"> Amended and Restated Master Global Carrier Agreement Sch A to Local Exchange Voice Services Sch A to Local Exchange Voice Services Sch B SIP Inbound 		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	<ol style="list-style-type: none"> Sept. 14, 2001 Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010 	<ol style="list-style-type: none"> Master Wholesale Agreement Addendums 		MTSA
Not referenced in Jan. 22/26 Letters	Nov. 15, 2012	Master Agreement for LEC-IXC Interconnection	Primus Canada	Allstream Inc.
	Nov. 3, 2014	Master Agreement for Interconnection between Local Exchange Carriers (LECs) (a.k.a. MALI)		

Schedule B

**January 29, 2016 Letter from Allstream Inc. to
FTI Consulting Canada Inc., in its capacity as
Monitor of the Primus Entities**

[See attached.]



Michael Stropole
President

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

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

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January 29, 2016

VIA EMAIL AND COURIER

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

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

Dear Mr. Bissell:

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

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

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

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

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

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

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

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

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


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

Yours truly,

MTS INC.

ALLSTREAM INC.

per: Name:
Title:


per: Michael Strople
President

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

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

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

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

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

DATED this _____ day of _____, 2016.

Primus Telecommunications Canada Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

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

Date of Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	<ol style="list-style-type: none"> 1. June 28, 2000; 2. March 25, 2013 	<ol style="list-style-type: none"> 1. Capacity IRU Agreement; 2. Amending Agreement 	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	<ol style="list-style-type: none"> 1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015 	<ol style="list-style-type: none"> 1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound 		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	<ol style="list-style-type: none"> 1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010 	<ol style="list-style-type: none"> 1. Master Wholesale Agreement 2. Addendums 		MTSA
	Nov. 15, 2005	Master Agreement for CLEC-IXC Interconnection		MTSA
	July 7, 2005	Interconnection Agreement for the provision of 9-1-1 Service to a Competitive Local Exchange Carrier		MTSA

Tab K

This is Exhibit "K" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU



March 1, 2016

VIA EMAIL

Allstream Inc.
200 Wellington Street West, Suite 1400
Toronto, ON Canada M5V 3G2
Attn: Mark Eklove
General Counsel & Director of Law & Privacy

RE: Primus Telecommunications Canada Inc. - Contract Assignment

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

Similarly and for your information, Primus and MTS Inc. ("**MTS**") have corresponded regarding the assignment of certain contracts between Primus and MTS (the "**MTS Contracts**"). Specifically, in a letter dated 8 February 2016, MTS granted its consent for Primus to assign the MTS Contracts pursuant to the transaction described in greater detail below. For ease of reference, a copy of MTS' letter dated 8 February 2016 is appended as "**Attachment C**" to this letter.

Finally, Primus understands that MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the Allstream Contracts (i.e., those contracts listed in Attachment A to this letter with MTSA and AT&T Canada Corp. as signatories), and that Allstream wishes to assume such obligations, exercise such rights, and receive such benefits (the "**MTS-Allstream Assignment Request**"). Effective the date of your signature below, Primus consents to the assignment of these contracts to Allstream, the form of which is appended as "**Attachment D**" to this letter. Primus will provide original signed copies of Attachment D evidencing its consent to the MTS-Allstream Assignment Request via email and regular mail by way of separate cover.

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

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

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

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

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

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

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

Given the desire of all parties to protect and preserve the business operations of the Primus Entities and the associated deadlines, please confirm your consent to the aforementioned assignment of the Contracts to the Purchaser by signing below and returning a signed copy by email or courier to the following contact by no later than **March 1, 2016**:

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

We hope to have received consents from all counterparties to the Assumed Contracts. However, to the extent any consent with respect to any of the Assumed Contracts is not received, in order to ensure that all Assumed Contracts are assigned to the Purchaser, the Primus Entities will rely on the provisions of section 11.3 of the CCAA, which gives the Court the jurisdiction to order the assignment of a contract without consent on certain terms and conditions set forth in section 11.3 of the CCAA.

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

Yours very truly,

Kyle Mitchell
Regulatory Counsel, Primus Telecommunications Canada Inc.

Allstream, in its capacity as party to the Allstream Contracts identified on **Attachment A** to this letter, hereby consents to the assignment of the Allstream Contracts to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contracts to the contrary.

Dated 3/11/16.

Allstream Inc.

Per: 

Name:

Title:

M STROPLE
MD

Attachment "A" - The Allstream Contracts

Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement		AT&T
1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	Allstream Inc.
Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA
Nov. 15, 2012	Master Agreement for LEC-IXC Interconnection	Primus Canada	Allstream Inc.
Nov. 3, 2014	Master Agreement for Interconnection between Local Exchange Carriers (LECs) (a.k.a. MALI)		

Attachment "B" - Feb 17 Ltr re: Allstream Contracts



Michael Stropke
President

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

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

February 17, 2016

VIA EMAIL AND COURIER

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

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

Dear Mr. Bissell:

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

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

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

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

- 1. to MTS:

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

2. to Allstream:

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

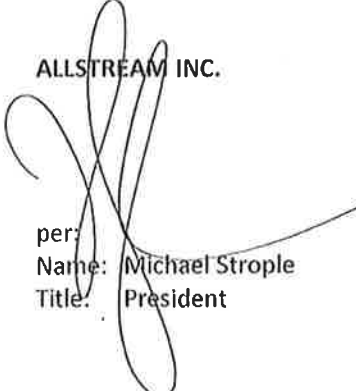
Following the aforementioned assignment of the applicable Contracts (those contracts listed in Schedule A with MTS and AT&T Canada Corp. as signatories) from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after the date hereof, and all notices under the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

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

Yours truly,

MTS INC.

per:
Name:
Title:

ALLSTREAM INC.

per:
Name: Michael Stroppe
Title: President

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

2. to Allstream:

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

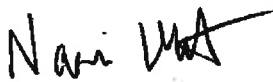
Following the aforementioned assignment of the applicable Contracts (those contracts listed in Schedule A with MTSA and AT&T Canada Corp. as signatories) from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after the date hereof, and all notices under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

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

Yours truly,

MTS INC.

ALLSTREAM INC.



per:
Name: Naomi Hauptman
Title: Legal Counsel

per:
Name: Michael Stropole
Title: President

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

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

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

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

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

DATED this _____ day of _____, 2016.

Primus Telecommunications Canada Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

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

Date of Primus Letter	Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
Jan. 22, 2016	June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
Jan. 26, 2016	1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
	1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound		Allstream Inc.
	Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
	1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA
Not referenced in Jan. 22/26 Letters	Nov. 15, 2012	Master Agreement for LEC-IXC Interconnection	Primus Canada	Allstream Inc.
	Nov. 3, 2014	Master Agreement for Interconnection between Local Exchange Carriers (LECs) (a.k.a. MALI)		

Schedule B

**January 29, 2016 Letter from Allstream Inc. to
FTI Consulting Canada Inc., in its capacity as
Monitor of the Primus Entities**

[See attached.]



Michael Strople
President

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

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

January 29, 2016

VIA EMAIL AND COURIER

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

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

Dear Mr. Bissell:

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

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

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

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

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

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

1. to MTS:

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

2. to Allstream:

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

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

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

Yours truly,

MTS INC.

ALLSTREAM INC.

per: Name:
Title:


per: Michael Strople
President

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

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

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

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

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

DATED this _____ day of _____, 2016.

Primus Telecommunications Canada Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

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

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



February 8, 2016

Sandy Manness
Wholesale Account Manager
Manitoba Telecom Services
200 Graham Avenue,
Winnipeg, Manitoba
R3C 3V6

VIA EMAIL sandy.manness@mts.ca

RE: Primus Telecommunications Canada Inc. - Contract Assignment

We are contacting you with respect to the Contracts described in "Attachment A", along with any applicable schedules, including but not limited to Schedule C(s), in each case, as amended, restated, renewed, extended or assigned from time to time (the "Contracts") between Manitoba Telecom Services ("MTS") and Primus Telecommunications Canada Inc. and its predecessors and affiliates ("Primus Canada"). Per our correspondence, this letter consolidates and replaces the letters sent from Primus to MTS dated 26 January 2016, 28 January 2016 and 5 February 2016, regarding the Contracts set out in Attachment A of this letter.

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

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

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

Pursuant to the terms of the Contracts, we hereby request your consent to the assignment of the Contracts to the Purchaser, which assignment shall be effective on the Closing Date as defined in the APA. It is anticipated that the closing (the "Closing") of the transaction contemplated in the APA (the "Transaction") will be in late February 2016, and Birch

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

Communications or the Primus Entities will advise in follow up correspondence when the Closing has occurred.

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

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

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

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

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

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

Yours very truly,



Kyle Mitchell
Regulatory Counsel, Primus Telecommunications Canada Inc.

MTS, in its capacity as party to the Contract, 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 Feb 8/16.

MTS

Per: 

Name: Suzanne Carrière
Title: Legal Counsel

Attachment "A"

1. Master Agreement for Local Interconnection, Dated 29 November 2005
2. Support Structure License Agreement, CRTC No. 1009/00, Dated 7 July 2005
3. Basic Listing Interchange File Agreement, CRTC No. 1010/01, Dated 7 July 2005
4. Interconnection Agreement for the Provision of 9-1-1 Service, CRTC No. 1008/01, Dated 7 July 2005
5. Master Agreement for CLEC-IXC Interconnection ("CLEC-IXC Agreement"), CRTC No. 0955/00, Dated 15 November 2005
6. Master Agreement Specifying the Procedures of the Interexchange Carrier Group, CRTC No. 8340-M3-0764, Dated 8 February 2001
7. Central Office License Agreement, Dated 17 May 2005
8. Local Reseller Agreement, Dated 12 November 2008



March 1, 2016

VIA Email and Regular Mail

MTS Inc.
PO Box 6666, MP19A
333 Main Street
Winnipeg, MB R3C 3V6
Attn: Candace Bishoff
General Counsel & Director of Law MTS

Allstream Inc.
200 Wellington St. W. - Suite 900
Toronto, ON M5V 3G2
Attn: Mark Eklove
General Counsel & Director of Law & Privacy Allstream

RE: Primus Telecommunications Canada Inc. - MTS Assignment Request Re Allstream Contracts

Further to your letter dated 17 February 2016 Primus Telecommunications Canada Inc. ("Primus") understands that MTS wishes to assign to Allstream MTS' rights, benefits and obligations under the contracts listed in Attachment A to this letter with MTSA and AT&T Canada Corp. as signatories (the "Allstream Contracts"), and that Allstream wishes to assume such obligations, exercise such rights, and receive such benefits (the "MTS Counterassignment Request").

Effective the date of our signature below, Primus consents to the assignment of these contracts to Allstream and agrees that, in consideration of Allstream's assumption of MTS' obligations under the Contracts arising after 17 February 2016; MTS is released from all obligations under such Contracts arising after 17 February 2016.

Primus further acknowledges and agrees that, following the aforementioned assignment of the Contracts from MTS to Allstream, Allstream will be responsible for all obligations under such Contracts arising after 17 February 2016 and all notices under the Contracts should be addressed to Allstream, per the details set out above.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Kyle Mitchell".

Kyle Mitchell
Regulatory Counsel, Primus Telecommunications Canada Inc.

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

Primus, in its capacity as party to the Allstream Contracts listed at Schedule A below, hereby consents to the assignment of the Contracts to Allstream and releases MTS from all obligations under such Contracts arising after February 17, 2016. This consent is effective notwithstanding anything in the contracts to the contrary.

Dated: 1 March 2015

Primus

Per:  _____

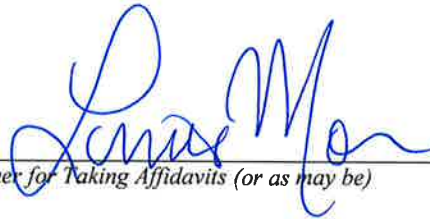
Name: Kyle Mitchell
Title: Regulatory Counsel

Attachment "A" - The Allstream Contracts

Date of Agreement	Title of Agreement	Primus Entity	Allstream Signatory/Allstream Inc. or predecessor thereof
June 20, 2000		Primus Telecommunications Canada Inc. ("Primus Canada")	AT&T Canada Corp. ("AT&T")
1. June 28, 2000; 2. March 25, 2013	1. Capacity IRU Agreement; 2. Amending Agreement	Primus Canada/Globility Communications Corporation, the latter of which was subsequently amalgamated with and now Primus Canada	AT&T
1. April 14, 2015 2. June 25, 2015 3. April 24, 2015 4. April 24, 2015 5. April 30, 2015	1. Amended and Restated Master Global Carrier Agreement 2. Sch A to Local Exchange Voice Services 3. Sch A to Local Exchange Voice Services 4. Sch B 5. SIP Inbound		Allstream Inc.
Dec. 4, 2003	Master Agreement for Interconnection		MTS Allstream Inc. ("MTSA")
1. Sept. 14, 2001 2. Oct. 8, 2004; July 28, 2006; Jan. 1, 2007; Aug. 1, 2007; Oct. 30, 2007; Jan. 18, 2008; January 21, 2008; Mar. 1, 2008; March 31, 2008; Jan. 1, 2009; Mar. 16, 2009; Sept. 21, 2009; Oct. 1, 2009; Oct. 16, 2009; Dec. 1, 2009; Feb. 25, 2010; March 1, 2010; March 3, 2010	1. Master Wholesale Agreement 2. Addendums		MTSA
Nov. 15, 2012	Master Agreement for LEC-IXC Interconnection	Primus Canada	Allstream Inc.
Nov. 3, 2014	Master Agreement for Interconnection between Local Exchange Carriers (LECs) (a.k.a. MALI)		

Tab L

This is Exhibit "L" referred to in the Affidavit of Julie Wong Barker
sworn June 10, 2016



Commissioner for Taking Affidavits (or as may be)

LARISSA MOSCU

Larissa Moscu

From: Wong Barker, Julie <Julie.WongBarker@allstream.com>
Sent: April-19-16 5:28 PM
To: Project Primus; Linc Rogers (linc.rogers@blakes.com); Aryo Shalviri (aryo.shalviri@blakes.com)
Subject: status update for Allstream Inc., now Zayo Canada Inc.
Attachments: Amendment-Modification Name Change (3-15-16).pdf; 20160414 8012628 corpsearchresult.pdf

Without prejudice

Dear Sirs and/or Madam:

Pls kindly note Allstream Inc.'s name change to Zayo Canada Inc. ("**Zayo**"), effective March 15, 2016 (supporting docs attached hereto).

I understand that Zayo has a pre-CCAA-filing claim to the tune of approximately (Cad)\$1.2 million (please advise if you need the supporting documentation) and that Birch Communications, Inc. ("**Birch**") has completed its purchase – for \$44 million – for various Primus assets including (our customer) Primus Telecommunications Canada Inc. ("**Primus Canada**").

Per Jan. 19, 2016 Initial Order ¶27:

27. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. . .

Per the Feb. 25, 2016 Approval and Vesting Order:

¶16 . . . Monitor is authorized and directed . . . to hold the Closing Cash Payment in the Designated Account and that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets . . . shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

We wish to know, given the nature and priority of Claims, what Zayo may expect to receive on its \$1.2M pre-filing claim amount? What steps may be taken by Zayo to maximize it recovering such \$1.2M?

Thank you,

Julie Wong Barker
Bilingual Senior Legal Counsel/Conseillère juridique supérieure bilingue | **Zayo**, aussi/also d/b/a Allstream Inc.
200 Wellington St. W. – #900/200, rue Wellington O. - #900 | Toronto, ON M5V 3G2
Tel./Tél.: 416.644.6705 | Cel./Cell.: 647.638.4691 | Fax/Télé.: 416.345.2070
Julie.wongbarker@allstream.com | Julie.wongbarker@zayo.com* | www.zayo.com | www.allstream.com

**In the process of transitioning to Zayo email address, but both emails are currently active.*

This email may contain information that is confidential or attorney-client privileged information. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges./Ce courriel peut contenir des informations confidentielles ou qui sont des informations privilégiées entre avocat et client. Le contenu de ce courriel est destiné uniquement pour le destinataire(s) ci-dessus. Si vous n'êtes pas le destinataire prévu, vous êtes dirigé de ne pas lire, divulguer, distribuer ou utiliser cette transmission. Si vous avez reçu ce courriel par erreur, s'il vous plaît avisez immédiatement l'expéditeur et supprimez la transmission. La livraison de ce message ne vise pas à renoncer aux privilèges applicables.

From: Hamidi, Kamran [<mailto:Kamran.Hamidi@fticonsulting.com>] **On Behalf Of** Project Primus
Sent: Friday, January 29, 2016 4:52 PM
To: Wong Barker, Julie
Cc: Strople, Michael
Subject: RE: Allstream Inc. Letter Consenting to Assignment of Primus Contracts to Birch Communications Inc.

Hi Julie,

The Monitor confirms receipt of your email. Thank you.

Kind regards,
FTI Consulting

The Initial Order as well as all other documents filed with the Court have been posted on a website being maintained by the Monitor at: <http://cfcanada.fticonsulting.com/primus>.

If you have any further questions or would like to further discuss this matter, please feel free to contact us at primus@fticonsulting.com or by phone at 416 649-8062 or 1-855-649-8062.

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

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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.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JULIE WONG BARKER

LAX O'SULLIVAN LISUS GOTTLIEB LLP
Counsel
Suite 2750, 145 King Street West
Toronto ON M5H 1J8

Matthew P. Gottlieb LSUC#: 32268B
mgottlieb@counsel-toronto.com
Tel: 416 644 5353

Andrew Winton LSUC#: 54473I
awinton@counsel-toronto.com
Tel: 416 644 5342

Larissa Moscu LSUC#: 62928W
lmoscu@counsel-toronto.com
Tel: 416 360 3018
Fax: 416 598 3730

Lawyers for Zayo Canada Inc.

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

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

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

MOTION RECORD OF ZAYO CANADA INC.

LAX O'SULLIVAN LISUS GOTTLIEB LLP

Counsel

**Suite 2750, 145 King Street West
Toronto ON M5H 1J8**

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lmoscu@counsel-toronto.com

Tel: 416 360 3018

Fax: 416 598 3730

Lawyers for Zayo Canada Inc.