

**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

REPLY 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. Zayo has brought a motion for, among other things, an order that FTI Consulting Canada Inc., in its capacity as Monitor for Applicants, pay Cure Costs to Zayo in the sum of \$1,228,779.81. On June 10, 2016, I swore an affidavit in support of Zayo's motion ("**First Affidavit**"). I continue to stand by my First Affidavit and adopt the defined terms therein.
2. I have read the unsworn affidavit of Michael Nolan, which was served by the Applicants. Mr. Nolan's affidavit is potentially misleading on the facts concerning Zayo's request for Primus Canada's consent to the assignment of contracts to Zayo, which I correct in this reply affidavit.
3. Contrary to Mr. Nolan's statement at paragraph 69 of his affidavit, Zayo did not seek Primus Canada's assistance "to effect a corporate restructuring." Rather, Zayo's request for Primus

Canada's consent to assign contracts was made for the purpose of assisting Primus Canada with its request to assign contracts to Birch Communications Inc. ("**Birch**").

4. To put Zayo's request in context, as of January 28, 2016, Primus Canada had sent Zayo three letters requesting Zayo's consent to assign certain contracts to Birch. Upon reviewing these contracts, Zayo learned that the service provider identified in some of the contracts was inaccurate. For instance, in some of these contracts, MTS Inc. was mistakenly identified as the counterparty and service provider when it was actually Zayo who was the counterparty providing the services to Primus Canada.

5. Thus, to reflect accurately who was providing the services under the contracts to Primus Canada, and to ensure that Zayo could properly consent to Primus Canada's requests to assign those contracts, Zayo asked Primus Canada to acknowledge that Zayo was the true service provider to the applicable contracts, not MTS Inc. The purpose of Zayo's request for Primus Canada's consent to certain assignments of contracts was not borne out of Zayo's "corporate restructuring", but rather, to assist Primus Canada with the sale of its assets to Birch.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on July
.....⁸....., 2016



Commissioner for Taking Affidavits
(or as may be)

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JULIE WONG BARKER

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

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PROCEEDING COMMENCED AT
TORONTO

REPLY AFFIDAVIT OF JULIE WONG BARKER

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