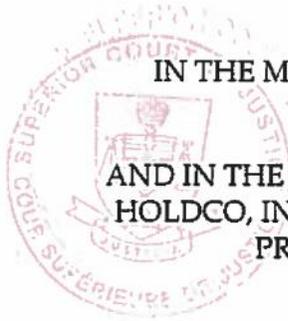


**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 2nd
JUSTICE WILTON-SIEGEL) DAY OF MARCH, 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**

Applicants

ASSIGNMENT ORDER

THIS MOTION, made by Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (collectively, the "Vendors") for an order assigning the rights and obligations of the Vendors under the Assigned Contracts (as defined below) as contemplated by an agreement of purchase and sale (the "APA") between, *inter alios*, the Vendors and Birch Communications, Inc. ("Birch", and Birch or its permitted assign pursuant to the APA, as applicable, being the "Purchaser") dated January 19, 2016, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Michael Nowlan sworn February 2, 2016 and the affidavits of Robert Nice sworn February 20, 2016 and February 29, 2016, respectively, and the Exhibits attached thereto, the Second Report of FTI Consulting Canada Inc., in its capacity as Monitor of the Vendors (the "Monitor"), dated February, 19, 2016, and on hearing the submissions of counsel for the Monitor, the Vendors, the Purchaser, Bell Canada and BCE Nexxia Corp., and those other parties present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of

Vlad Calina sworn February 4, 2016, February 11, 2016 and the affidavit of Teresa Koren, sworn February 26, 2016:

1. **THIS COURT ORDERS** that any capitalized term used but not defined herein shall have the meaning ascribed to such term in the APA.

SERVICE

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

ASSIGNMENT OF AGREEMENTS

3. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate (the "Monitor's Certificate") referred to in the Order of Justice Hainey dated February 25, 2016, (the "Approval and Vesting Order"), all of the rights and obligations of the Vendors under the agreements set out in Schedule "A" hereto (collectively, the "Assigned Contracts") shall be assigned to the Purchaser pursuant to section 2.3 of the APA and pursuant to section 11.3 of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended ("CCAA"). Nothing in this order shall affect or assign any Post-Filing Expenses (as that term is defined in the Stay Extension and Distribution Order dated February 25, 2016) under the Assigned Contracts incurred up to Closing.

4. **THIS COURT ORDERS** that, with respect to the Assigned Contracts that are real property leases (collectively the "Real Property Leases"), upon delivery of the Monitor's Certificate, the Purchaser shall be entitled and subject to all of the rights and obligations as tenant pursuant to the terms of the Real Property Leases and registrations thereof and may enter into and upon and hold and enjoy each premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Vendor, the landlords under the Real Property Leases or any person whomsoever claiming through or under any of the Vendor or the landlords under the Real Property Leases.

5. **THIS COURT ORDERS** that the assignment to the Purchaser of the rights and obligations of the Vendors under the Assigned Contracts to the Purchaser, or such related party as the Purchaser may designate (provided however, that such designated related party agrees to be bound by the terms of such Assigned Contract and the Purchaser is not released from any obligation or liability thereunder), pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

6. **THIS COURT ORDERS** that the Vendors' right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances (as such terms are defined in the Approval and Vesting Order) in accordance with the provisions of the Approval and Vesting Order.

7. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Vendors, the commencement of these CCAA proceedings or the chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101- 1532 proceedings, or any failure of the Vendors to perform a non-monetary obligation under the Assigned Contracts.

8. **THIS COURT ORDERS** that the Cure Costs of the Assigned Contracts listed in Schedule "A" hereto shall be in amounts set out in Schedule "A" hereto and that, following the Closing, all Cure Costs under the Assigned Contracts shall be paid in accordance with paragraph 7 of the Approval and Vesting Order by the dates set out therein.

9. **THIS COURT ORDERS** that, other than the Cure Costs listed on Schedule "A" hereto, which shall be paid by the Vendors and the Purchaser in accordance with the terms of the APA and the Approval and Vesting Order, the Purchaser shall not be liable for any other amounts of any kind due in respect of any Assigned Contract for the period up to the Closing Time as defined in the APA.

10. **THIS COURT DIRECTS** the Vendors to send a copy of this Order to all of the counterparties to the Assigned Agreements.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendors, 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.



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

MAR 02 2016


Schedule A - Assigned Contracts

[In each case, including all applicable, associated or related schedules, appendices, addendum, orders, amendments, supplements, restatement and other modifications.]

Contract Counterparty	Contract(s) to be Assigned	Currency	Cure Costs
151 Front Street West Holdings Limited	151 Front Street - Lease Amending Agreement - Sept 14, 2014 to Aug 31, 2019	CAD	\$ -
Broadsoft	Broadsoft - Canada (C10746) Broadsoft - US	CAD	\$ -
382 COMMUNICATIONS	382 Dialer Services Addendum 382 Terminations Agreement	CAD	\$ 15,961.16
Aeroplan/AIMIA	Primus - Aeroplan 2013-17 Renewal Amendment FINAL	CAD	\$ 26,510.99
Bell Canada	1-292430451-M1 - RCM Master Service Agreement MCAT124463 - Master Communications Agreement ULL Letter agreement: 1-796366479 (Primus-Loop Letter - Globility Gov_Hesh_2011-0247DC) Master Communications Agreement Non-Tariffed (Wholesale) 1-334088971-M1 MCANT 1-261124987-M1 MCANT 1-82516360-M1 Master Agreement for Local Interconnection, CRTC No. 1944/00 Master Agreement for CLEC-IXC Interconnection, CRTC No. 0955/00 Master Communications Agreement - Non-tariffed 1-79170023-M1 GCC - Central Office License Agreement Bell Canada_040805 GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202 Basic Listing Interchange File Agreement, Dated 21 January 2004 Ethernet Access Agreement (1-246299173-M1) Master Wholesale Agreement for Selective Channels (MWA100508)	CAD USD	\$ 3,270,959.59 \$ 36,731.02
CDW	VMware vSphere 5 Standard for 1 processor x 4 VMware vSphere 5 Standard for 1 processor x 8	CAD	\$ -
Cogeco	Cogeco 2.5G Toronto to Windsor 20120319	CAD	\$ 2,005.18
Coresite	Space_And_power 900 N.Alameda, LA 1st cabinet LN04 renewal 20150326.pdf Space_And_power 900 N.Alameda, LA 2nd cabinet 20130802exec.pdf Space_And_power 900 N.Alameda, LA 20130412.pdf Nat'l MSA 20130416 (Alameda)	CAD	\$ -
Costco	Costco Contract Apr 2015-16 renewal	CAD	\$ 39,910.01
Data Access Solutions	Data Access Solutions Reciprocal Service Agreement 20120604 exec	USD	\$ 21,469.93
Equinix	Equinix 10G PAIX 20130913 Switch & Data MSA	USD	\$ 8,867.38
Ericsson	Ericsson Support Agreement Primus Canada - Pricelist of Ericsson SSRs 5WUS	CAD	\$ -
Excel Micro	Master Service Agreement (Including related Spam Filter June 2013 agreement)	CAD	\$ 18,298.15
F5 Networks	F5 Service Agreement	CAD	\$ -
Fido Solutions	Master Agreement; CRTC No. 8340-M29-200304262 IP Interconnection Agreement, CRTC No. 2062/00 IP Interconnection Agreement Schedule C, CRTC No. 2077/00 Master Agreement for Local Interconnection, CRTC No. 1902/00	CAD	\$ -
IDT	IDT Service Agreement	USD	\$ 65,191.64
Interactive Intelligence	Hosted ACD	CAD	\$ 81,007.79
MDM	MDM Rate Schedule.xlsx	CAD	\$ 144,238.17
		USD	\$ 1,971.50
Meta	Metaswitch Support Service Level Agreement	\$	-

Schedule A - Assigned Contracts

(In each case, including all applicable, associated or related schedules, appendices, addendum, orders, amendments, supplements, restatement and other modifications.)

Contract Counterparty	Contract(s) to be Assigned	Currency	Cure Costs
Neustar	MSA - October 22, 2009	CAD	\$ 8,120.15
Onix	Cisco Smartnet Vmware, 50 x Vsphere (3 year enterprise license and support)	CAD	\$ 12,742.87
Oracle	(Pillar Data Systems), AXIOM 600 Acme - Canada (Oracle) Acme - US (Oracle)	CAD	\$ 10,963.54
Premier Global	Conferencing - Amended September 2014	CAD	\$ 21,445.32
Rogers	Rogers 10 Gig TOM (and all applicable service schedules) Rogers DS3 Van-NewWest, Ham-St.Cath (and all applicable service schedules) Rogers GigE NNI Toronto 20110915 (and all applicable service schedules) Third Party Internet Access (TPIA) Agreement executed on November 12, 2013, including all schedules and orders associated thereto and Carrier Services Group (CSG) Agreement for (TPIA) executed on November 12, 2013. Cityfone Affinity Partner Agreement executed on April 3, 2012 Rogers TPIA 10G wave to York Mills PDI router 20150302 (and all applicable service schedules) Master Agreement for Local IP Interconnection, CRTC No. 2062/00, between Fido Solutions Inc. and Primus on May 25, 2015, as amended on June 30, 2015, CRTC No. 2077/00. Master Agreement for Local Interconnection, CRTC No. 0981/00, between Globility Communications Corporation, now Primus and 20134156 Ontario Inc., now known as Rogers Communications Canada Inc. on February 14, 2005 (and all applicable service schedules) Master Agreement for Local Interconnection, CRTC No. B340-C43-200318297 (Call-Net Communications Inc.) (and all applicable service schedules) Wholesale Services Agreement with Telecom Ottawa Limited and Telecom Ottawa Regional Ltd. 1/07/2007 (and all applicable service schedules) Carrier Data Services Quotation dated June 1, 2015 (and all applicable service schedules) Carrier Data Services Quotation dated November 20, 2015 (and all applicable service schedules) Carrier Data Services Quotation dated December 16, 2015 (and all applicable service schedules)	CAD	\$ 222,623.69
Saskatchewan Telecommunications Inc.	Dedicated Services Agreement - 04NOV2004	CAD	\$ 11,472.81
Smartbox	Smartbox LD Agreement 20120430	CAD	\$ -
Telehouse	Telehouse NYIX 10G 201303 exec	CAD	\$ -
Tellasonera	Tellasonera Signed Agreement	USD	\$ 57,920.33
Telus	Wholesale Services Agreement - Tariffed and Forborne Services between Primus Telecommunications Canada Inc. and TELUS Communications Company dated September 1, 2011 (TELUS Contract No. 27252) (including all related amendments and service orders). Customer Agreement - Tariffed and Forborne Services (Centrex Service) between Primus Telecommunications Canada Inc. and TELUS Communications Company dated July 15, 2014 (TELUS Contract No. 64027) Customer Agreement - Tariffed and Forborne Services (Local Business Line Service) between Primus Telecommunications Canada Inc. and TELUS Communications Company dated July 15, 2014 (TELUS Contract No. 64026) Direct Connect Call Termination Services Agreement between Primus Telecommunications Canada Inc. and TELUS Communications Company dated Oct 23, 2014 Ethernet Access Service Agreement between Primus Telecommunications Canada Inc. and TELUS Communications Company dated Oct 9, 2014 (TELUS Contract No. 88670) Ethernet Access Service Agreement between Primus Telecommunications Canada Inc. and TELUS Communications Company dated May 26, 2014 (TELUS Contract No. 80783) Wholesale Services Agreement - Non-Regulated / Forborne Services between Primus Telecommunications Canada Inc. and TELUS Communications Company dated March 30, 2007 (TELUS Contract No. 3761) (including all related amendments and service orders) Network to Network Interface Agreement between Primus Telecommunications Canada Inc. and TELUS Communications Company dated November 20, 2015 (TELUS Contract No. 108727) Definitive Agreement for Operator Services between Primus Telecommunications Canada Inc. and TELUS Communications Company (legal successor in interest to TELUS Communications Company) dated November 1, 2005 (TELUS Contract No. 2904)	CAD	\$ 266,749.19

Schedule A - Assigned Contracts

[In each case, including all applicable, associated or related schedules, appendices, addendum, orders, amendments, supplements, restatement and other modifications.]

Contract Counterparty	Contract(s) to be Assigned	Currency	Cure Costs
	Standalone ISDN PRI contract numbers: 4142; 4932; 15083; 27404 Any other existing service agreements between Primus Telecommunications Canada Inc. and TELUS Communications Company entered into prior to the effective date of the assignment relating to Primus' business of providing telecommunications services to its customers or end users.		
Uniserve Communications Corp.	Uniserve WSA 20131011	CAD	\$ 1,996.25
Verizon	Verizon - Advanced Toll Free (ATF) Standard Rates (04.2014)_539947 Verizon - WTSA Verizon - WTSA addendum 20140516 Verizon - WTSA attachment for ATF 20140516 executed	CAD	\$ 99,319.30
Vertex	Vertex - tax modules update	CAD	\$ -
Videotron	Videotron Local Resell Agmt 20111024 Videotron PRI St.Nicolas 20111028 Videotron PRI Victoriaville 20111024	CAD	\$ 2,496.15
Vmware	VMware vSphere 6 Standard for 1 processor x 16 VMware vSphere 6 Standard for 1 processor x 14 VMware vCenter Server6 Standard for vSphere 5 (Per Instance) x 1 VMware vSphere 6 Standard for 1 processor x 2	USD	\$ 3,278.85
Xplornet Communications Inc.	Master Agreement for Local Interconnection, CRTC No. 2030/00	CAD	\$ -
		Subtotal CAD	\$ 4,236,220.30
		Subtotal USD	\$ 194,830.66
		Total in CAD [1]	\$ 4,518,997.51

Notes:

[1] USD converted to CAD using the Bank of Canada noon rate on January 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**

Proceeding commenced at Toronto

ASSIGNMENT ORDER

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