

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

**SECOND SUPPLEMENTAL MOTION RECORD
(Returnable March 2, 2016)
(Re Assignment of Agreements)**

February 29, 2016

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Lawyers for the Applicants

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PTUS, INC., PRIMUS TELECOMMUNICATIONS, INC., AND LINGO, INC.

Applicants

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

Applicants

SUPPLEMENTAL AFFIDAVIT OF MICHAEL NOWLAN
(Sworn February 29, 2016)
(Re Assignment of Agreements)

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

1. I am the Chief Executive Officer of the Applicants PT Holdco, Inc. ("Holdco"), Primus Telecommunications Canada Inc. ("Primus Canada"), PTUS, Inc. ("PTUS"), Primus Telecommunications, Inc. ("PTI") and Lingo, Inc. ("Lingo", and together with PTUS and PTI, the "U.S. Primus Entities", and collectively with Holdco and Primus Canada, the "Primus Entities" or the "Applicants"). As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the records of the Primus Entities and have spoken with certain of the directors, officers and/or employees of the Primus Entities, as necessary, and where I have relied upon such information do verily believe such information to be true.

2. This affidavit is supplemental to my affidavit sworn February 2, 2016 (the "Sale Approval Affidavit") and the affidavit of Robert Nice sworn February 20,

2016 (the "Supplemental Sale Approval Affidavit") and is sworn in support of a motion seeking an order (the "Assignment Order"), substantially in the form of the draft order located at Tab 2 of the Supplemental Motion Record dated February 29, 2016, assigning the rights and obligations of the Primus Entities under certain agreements to the Purchaser upon Closing of the Sale Transaction (as these terms are defined below).

3. Details regarding the background to this CCAA proceeding are set out in the my affidavit dated January 18, 2016 sworn in support of the Primus Entities' application for CCAA protection and the Sale Approval Affidavit and, unless relevant to the present motion, are not repeated herein. All capitalized terms used but not defined herein have the same meaning ascribed to them in the Sale Approval Affidavit.

A. STATUS OF THE BIRCH APA

4. As described in the Sale Approval Affidavit, some of the Primus Entities, as vendors (in such capacity, the "Vendors") have entered into an asset purchase agreement dated January 19, 2016 (the "Birch APA") with Birch Communications Inc., as purchaser (in such capacity, "Birch", and Birch or its permitted assigns pursuant to the Birch APA, as applicable, being the "Purchaser") for the sale of all or substantially all of the Primus Entities' assets.

5. On February 25, 2016, the Primus Entities sought and received an order, among other things approving the Birch APA and upon Closing, vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances other than Permitted Encumbrances (as each term is defined therein).

B. STATUS OF THE ASSIGNMENTS OF AGREEMENTS

6. One of the conditions precedent to the Closing of the Sale Transaction is that all contracts listed in Schedule "B" to the Birch APA (the "Essential Contracts") are

assigned to the Purchaser, either by notice, consent of the parties or by order of the Court.

7. Originally, Schedule "B" contained approximately 300 Essential Contracts. Subsequent to the execution of the Birch APA, the Purchaser and the Primus Entities, with the assistance of the Monitor, have reviewed, consolidated and updated Schedule "B" of the Birch APA such that the number of Essential Contracts is 209.

8. 25 of the Essential Contracts do not require consent to assign and pursuant to the terms of such contracts, the Primus Entities delivered notices of assignment to the counterparties thereto.

9. 184 of the Essential Contracts require the relevant counterparty to consent to the assignment of the agreement (the "Consent Required Agreements"). Such contracts include regulatory contracts (for example, 911 provision agreements and local interconnection agreements) and non-regulatory, or commercial, agreements, such as office leases, software licence agreements and customer service outsourcing contracts.

10. Between January 26, 2016 and February 8, 2016, the Primus Entities delivered letters to the counterparties¹ of the Consent Required Agreements asking for each counterparty's consent to assignment (exceptions are described below at paragraph 17). All counterparties to the Consent Required Agreements were advised that, absent their consent, the Primus Entities would seek a court order approving such assignment. A copy of a sample letter distributed to the Consent Required Agreements counterparties is attached hereto as Exhibit "A".

¹ In addition to the exceptions described below, there are two contracts for which consent was sought post-February 8, 2016. One consent request letter was sent (by email and courier) on February 16, 2016 and the other was sent (by email and courier) on February 22, 2016.

11. The Primus Entities did not deliver the standard form of consent request to Bell Canada (and related entities), Rogers Communications Inc. and TELUS Communications Company ("TELUS")², due to the numerous contracts to be assigned and the desire of both the Primus Entities and the Purchaser to ensure a smooth transition of these contracts to the Purchaser. The Primus Entities and the Purchaser, and their respective counsel, have been discussing and negotiating the terms of assignment with those parties' in-house and external counsel since shortly after the commencement of the CCAA proceedings, with the participation of the Monitor and its counsel. During the course of these discussions, the Purchaser determined that it considered certain of the agreements that had been listed on the Excluded Contracts schedule to the Birch APA (including certain agreements with Bell Canada or related entities) to be essential to the operation of the business, and hence properly Essential Contracts (the "Additional Contracts").

12. Between February 9, 2016 and February 16, 2016, the Primus Entities served all of the counterparties to the Consent Required Agreements whose consent was outstanding with the motion record and draft Assignment Order and advised the counterparties that the motion was returnable February 23, 2016.

13. Since the delivery of the letters requesting consents to assign, the Primus Entities, with the assistance of their counsel Stikeman Elliott LLP ("Stikeman") and the Monitor, have made and continue to make commercially reasonable efforts to procure consents required to assign the Consent Required Agreements to the Purchaser. The Primus Entities, Stikeman and the Monitor have been engaged in dialogue with the counterparties to the Consent Required Agreements, including where necessary their legal groups, in an attempt to procure executed consent agreements.

² The Primus Entities did send a standard form of consent for regulatory agreements for which TELUS is a counterparty and received consent to such assignment.

14. As of February 29, 2016, the current status of the regulatory and non-regulatory Essential Contract assignments are as follows:

Contract Type	Consents Obtained and Notice Sent	Consents Outstanding
Regulatory	86	4
Non-regulatory	30	89
Total	116	93

15. Of the 93 Outstanding Essential Contracts, there are only 36 counterparties thereto, as certain counterparties are party to multiple agreements.

16. A schedule listing the Essential Contracts for which consents remain outstanding (the "Outstanding Essential Contracts") is attached hereto as Exhibit "B" and is also attached as Schedule "A" to the draft Assignment Order.

17. At the request of the Purchaser, certain contracts for which consents to assign have already been obtained (in particular, regulatory contracts with TELUS) have been included on Schedule "A" to the draft Assignment Order, despite TELUS's having provided its consent to the assignment of those agreements. The Purchaser indicated that it may request that certain other contracts for which consent may be provided before the hearing of this motion remain on Schedule "A" to the draft Assignment Order despite the granting of the consents to assign.

18. As of the date of this affidavit, the Primus Entities have been following up with all of the counterparties to the Outstanding Essential Contracts regarding the assignments. The Primus Entities, the Monitor and the Purchaser are working

together, as required by the Birch APA, to come to an agreement and hope to get consents to assign those contracts prior to the return of the motion.

19. The Primus Entities have unsuccessfully attempted to establish contact on numerous occasions with 2 of the 36 counterparties to the Outstanding Essential Contracts and will continue their efforts to obtain their consents to assignments. In each case, materials were served in accordance with the notice provision of the relevant contract (and using the addresses therein). The counterparties that we have been unable to reach, and a brief description of the efforts to reach them, are:

Videotron G.P.: Letter requesting consent for assignment was sent to the address specified in the contract on or about January 25, 2016 and a second letter was sent on February 16, 2016. Calls following up on the letter requesting the consent were made, among others, on February 25, 2016, but there has been no response.

Smartbox Equipment Inc.: Letter requesting consent for assignment was sent to the address specified in the contract on or about February 2, 2016. Calls following up on the letter requesting the consent were made, among others, on February 11 and 25, 2016, but there has been no response.

20. If consent of the counterparties cannot be obtained, the Birch APA requires an order (or orders) issued pursuant to Section 11.3 and other applicable provisions of the CCAA in form and substance satisfactory to the Purchaser, acting reasonably, authorizing and approving:

- (a) the assignment of any Essential Contract for which a consent, approval or waiver necessary for the assignment of such Essential Contract has not been obtained prior to the Closing Time;
- (b) the prevention of any counterparty to any such Essential Contract from exercising any right or remedy under such Essential Contract by reason of

any defaults arising from the CCAA Proceedings or the insolvency of any Vendor; and

- (c) the vesting in the Purchaser of all right, title and interest of the relevant Vendor in such Essential Contract.

21. The Birch APA contemplates payment of Cure Costs in relation to Assumed Contracts, including the Essential Contracts (provided that a consent to assignment is executed or the Assignment Order is obtained) and the Approval and Vesting Order provides for such payment to be made by the Purchaser to the Monitor to be disbursed to the relevant counterparties by no later than the day that is three business days from the date that the Monitor receives wire remittance instructions or other satisfactory payment instructions from such counterparty (provided Closing has occurred).

22. The Cure Costs amounts for the Outstanding Essential Contracts are set out in Schedule "A" to the draft Assignment Order. The amounts of Cure Costs have been determined based on the books and records of the Primus Entities and/or discussions with counterparties who have provided the amounts owed to them pursuant to their books and records. The Assignment Order contemplates that the Purchaser will not be liable for any other amounts of any kind in respect of any Assigned Contract (as defined therein) other than the Cure Costs listed on Schedule "A" thereto (which shall be paid in accordance with the terms of the APA and the Approval and Vesting Order).

23. While the Primus Entities have been working diligently to resolve the assignment of the Outstanding Essential Contracts on a consensual basis, not all required consents may be obtained by the anticipated return date of the within motion.

24. As discussed above and set out in greater detail in the Sale Approval Affidavit, the assignment of the Essential Contracts is a condition to Closing. Accordingly, the Primus Entities are seeking the Assignment Order which will assign the Outstanding Essential Contracts (and certain other contracts at the request of the Purchaser) to the Purchaser and vest in the Purchaser all right, title and interest of the relevant Primus Entity in such Essential Contract at Closing.

25. I am advised by Vlad Calina, associate at Stikeman, that all counterparties to the Outstanding Essential Contracts will be served with these motion materials in respect of the Assignment Order.

26. None of the Outstanding Essential Contracts are (a) agreements which have been entered into subsequent to the commencement of the Primus Entities' CCAA proceedings; (b) eligible financial contracts; or (c) collective agreements.

27. The Monitor's Second Report, served on February 19, 2016, states that, subject to the Purchaser providing satisfactory evidence of its ability to fulfil the obligations under the contracts to be assigned pursuant to the Assignment Order, and subject to the Monitor being satisfied with the proposed form of the Assignment Order, the Monitor supports the Vendors' request for the granting of the Assignment Order.

28. I understand that the Purchaser is delivering an affidavit describing the Purchaser's ability to perform the obligations of the Primus Entities under the Outstanding Essential Contracts. Assigning the rights under the Outstanding Essential Contract to the Purchaser is necessary to permit them to operate the Primus Entities' business.

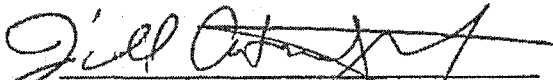
29. The Vendors and Purchaser are in discussions to amend the Birch APA to revise the list of Essential Contracts set out in Schedule "B" to the Birch APA to provide a more accurate list of the Essential Contracts to be assumed (including


removing duplicates from Schedule "B" and adding the specific contracts contemplated to be added in the preamble language of Schedule "B").³

30. As mentioned above, the Purchaser has also requested that the Additional Contracts be moved to the Essential Contracts schedule. The Purchaser advised that it is of the view that the Additional Contracts are required for the Purchaser to carry on the Vendors' business and that it is not prepared to proceed to closing without obtaining an assignment of those agreements.

31. Pursuant to section 3.1 of the Birch APA, fifty percent of the Cure Costs in excess of \$3 million will be borne by the Vendors. Accordingly, the economic impact on the Vendors of this migration of the Additional Contracts to the Essential Contracts as requested by the Purchaser is a reduction in the Purchase Price of approximately \$600,000.

SWORN BEFORE ME at the City of
Toronto, Province of Ontario, on
February 29, 2016.

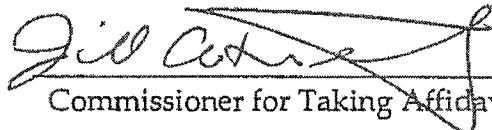

Commissioner for Taking Affidavits


MICHAEL NOWLAN

³ The preamble to Schedule "B" contemplated the addition of: any master agreement into which any contract listed below is incorporated by reference, and any other (i) interconnection agreements with local exchange carriers and interexchange carriers in Canada, and (ii) 911 service agreements and message relay service agreements with incumbent local exchange carriers in Canada to which Vendors are a party.

TAB A

This is Exhibit "A"
to the affidavit of Michael Nowlan,
sworn before me on the 29th day
of February, 2016


Commissioner for Taking Affidavits

[Primus letterhead]

February 16, 2016

[COUNTERPARTY ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

Yours very truly,

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

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

Dated _____.

[COUNTERPARTY/LETTER ADDRESSEE]

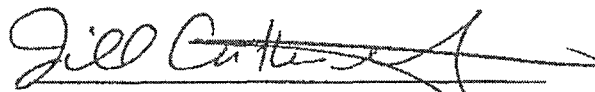
Per: _____

Name:

Title:

TAB B

This is Exhibit "B"
to the affidavit of Michael Nowlan,
sworn before me on the 29th day
of February, 2016


Commissioner for Taking Affidavits

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/ALMIA	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_Hash_2011-0247DC) Master Communications Agreement Tariffed No. MWA 100063 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 Support Structure License Agreement, Dated 17 March 2004	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	\$ -
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 SWUS	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	\$ 61,007.79
MDM	MDM Rate Schedule.xlsx	CAD	\$ 115,322.43
Meta	Metaswitch Support Service Level Agreement		\$ -
Neustar	MSA - October 22, 2009	CAD	\$ 8,120.15

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
Onx	Cisco Smartnet Vmware, 50 x Vsphere (3year 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 D53 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 POI 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. 8340-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	\$ -
Teliasonera	Teliasonera Signed Agreement	USD	\$ 57,320.33
Telus	Master Agreement for Local Interconnection between TELUS and Globility Communications Corporation (subsequently assumed by Primus Telecommunications Canada Inc.), with an effective date of July 1, 2008 Master Agreement for LEC-IXC Agreement dated October 22, 2002 Agreement Specifying the Procedures of the Carrier Services Group dated May 12, 1998 Master Agreement for Local Interconnection , CRTC No. 0934/05 Special Master Agreement for Local Interconnection, CRTC no. 1943/00 Basic Listing Interchange File Agreement, Dated 21 January 2004 Master Agreement for CLEC-IXC Interconnection, CRTC No. 0935/00 IP Relay and Message Relay Services Schedule, Contract No. MCAT124463-49 Inter-carrier Number Portability Operations Agreement, dated July 25, 2007 Interconnecton Agreement for the Provision of 9-1-1 Services, dated March 31, 2004 TELUS 10G CES NNI 20141008 TELUS 10G CES NNI SLA 20140825 TELUS Ethernet Access Svc Agmt 20141008 (2nd 1G AGAS) TELUS LBL Amendment 2014_executed TELUS Local Centrex Amendment 2014_executed TELUS NNI_2006 TELUS PRI Agreement 200304 Vancouver NNI EAS 20141008 (2nd 1G AGAS). DS1's to Rimouski & Ste Marie de Beauce November 2015	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
	Wholesale Services Agreement dated September 1, 2011 and all related amendments, other than those listed at Schedule "B"		
	Vancouver NNI EAS 20151120 (3rd 1G AGAS)		
	Definitive agreement for operator services November 1, 2005		
Uniserve Communications Corp.	Uniserve WSA 20131011	CAD	\$ 1,396.25
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	\$ 4,167,394.56
		Subtotal USD	\$ 192,859.16
		Total in CAD [1]	\$ 4,447,310.33

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

SUPPLEMENTAL AFFIDAVIT OF MICHAEL
NOWLAN
(SWORN FEBRUARY 29, 2016)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
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Lawyers for the Applicants

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

**AFFIDAVIT OF VINCENT M. ODDO
(Sworn February 29, 2016)**

I, Vincent M. Oddo, of the city of Atlanta, in the state of Georgia, MAKE OATH AND SAY:

1. I am the President and Chief Executive Officer of Birch Communications, Inc. ("**Birch**").
2. Unless otherwise stated herein, all facts set forth in this affidavit (the "**Affidavit**") are based upon: (a) my personal knowledge; (b) my experience as President and Chief Executive Officer of Birch; and (c) information provided to me by employees and authorized representatives and professionals of Birch. If called upon to testify, I would testify competently to the facts set forth in this Affidavit. I am authorized to swear this Affidavit on behalf of Birch.
3. I swear this Affidavit in support of a motion (the "**Assignment Motion**") that I understand has been brought by Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (collectively, the "**Sellers**") requesting entry of an order (the "**Assignment Order**") authorizing the assignment of certain contracts listed on Schedule "A" to the Assignment Order (the "**Assigned Contracts**") to Birch (and any affiliate or subsidiary thereof) pursuant to that certain Asset Purchase Agreement dated

January 19, 2016 (the “APA”)ⁱ between the Sellers and Birch, the Assignment Order and section 11.3 of the *Companies’ Creditors Arrangement Act* (Canada). Specifically, this Affidavit is submitted in order to demonstrate that Birch (and any affiliates or subsidiaries thereof, as the case may be) would be able to perform the obligations under the Assigned Contracts should this Court approve the Assignment Motion and enter the Assignment Order.

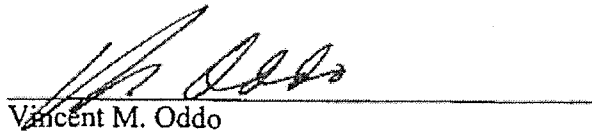
4. Birch (or, as permitted by the APA, any affiliate or subsidiary thereof) is the proposed purchaser and assignee of the Assigned Contracts pursuant to the terms of the APA. The Assigned Contracts will either be assumed by Birch directly, or will be assumed by one or more affiliates or subsidiaries of Birch that conducts the business relevant to any particular Assigned Contract. As reflected in the terms of the proposed Assignment Order, Birch will in either case be responsible for all obligations under each Assigned Contract, regardless of whether or not any particular Assigned Contract is ultimately assigned and/or performed by any affiliate or subsidiary of Birch.
5. Birch is highly experienced in the telecommunications industry. Birch is a corporation incorporated under the laws of the state of Georgia in the United States that is a leading technology service provider of IP-based communications, broadband, cloud and IT services to small, mid-sized, enterprise and wholesale businesses. Our services comprise voice, network, cloud and IT services in all 50 U.S. states, Washington DC, and Puerto Rico. As at December 31, 2015, Birch had 1,138 employees.
6. Birch’s principal sources of liquidity are its cash and cash equivalents balance, cash flows from operations, and unused commitments under its existing credit facilities. Birch (on a consolidated basis) generated cash flows from operations totaling \$147 million during 2015. As at December 31, 2015, Birch’s cash and cash equivalents balance (on a consolidated basis) was approximately \$8.3 million, and Birch (on a consolidated basis) had \$33.78 million available for borrowing under its existing financing arrangements.

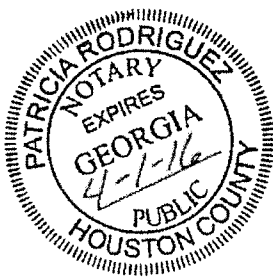
ⁱ All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the APA.

7. I believe that Birch is experienced, qualified and adequately capitalized with respect to performing, and being able to perform, its obligations under the Assigned Contracts. If the Assignment Order is granted in form and substance acceptable to Birch in its sole discretion, and the other conditions to closing under the APA are satisfied, and the transaction contemplated by the APA is closed, the Purchaser would perform its obligations under the Assigned Contracts.
8. In addition to the foregoing, Birch will also be offering employment to a substantial number of the Sellers' existing employees in connection with a closing of the APA in accordance with its terms and conditions.
9. Based on the foregoing, I believe that the Purchaser is willing, able and motivated to honour and perform its obligations under the Assigned Contracts to be assigned to the Purchaser pursuant to the APA and the Assignment Order, in the event that it is entered in form and substance acceptable to the Purchaser in its sole discretion.

SWORN before me at the city of Atlanta,
in the state of Georgia, this 29th day of
February, 2016.


Notary


Vincent M. Oddo



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.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AFFIDAVIT OF VINCENT M. ODDO
(Sworn February 29, 2016)**

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**Lawyers for the Purchaser, Birch
Communications, Inc.**

TAB 3

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**").

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 party as the Purchaser may designate (provided however, that such designated 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.

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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Lawyers for the Applicants

TAB A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)
)
)
JUSTICE PENNY WILTON-SIEGEL)
 DAY OF ~~FEBRUARY~~ 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.,
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Applicants

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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 ~~First~~ 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 ~~affidavit~~affidavits of service of Vlad Calina sworn February ~~2, 2016, filed 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 Penny Hainey dated February ~~17, 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**").

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 party as the Purchaser may designate (provided however, that such designated 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, following the closing of the transaction contemplated under the APA, all monetary defaults, other than those arising by reason of the Vendors' insolvency, the commencement of these CCAA proceedings, or the Vendors' failure to perform a non-monetary obligation, shall be cured and~~ 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 the APA 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. ~~9-~~**THIS COURT DIRECTS** the Vendors to send a copy of this Order to all of the counterparties to the Assigned Agreements.

11. ~~10-~~**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.

~~Schedule A — Assigned Contracts~~

~~{Contracts}~~

~~{Real Property Leases}~~

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,
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ONTARIO
SUPERIOR COURT OF JUSTICE

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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

**SECOND SUPPLEMENTAL MOTION RECORD
(RETURNABLE MARCH 2, 2016)**

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