

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

**PT HOLDCO, INC.,  
PRIMUS TELECOMMUNICATIONS CANADA, INC.,  
PTUS, INC.,  
PRIMUS TELECOMMUNICATIONS, INC., and  
LINGO, INC.**

**THIRD REPORT OF THE MONITOR**

**July 13, 2016**

**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.

**THIRD REPORT TO THE COURT  
SUBMITTED BY FTI CONSULTING CANADA INC.,  
IN ITS CAPACITY AS MONITOR**

**INTRODUCTION**

1. On January 19, 2016, PT Holdco, Inc. (“**PT Holdco**”), Primus Telecommunications Canada, Inc. (“**PT Canada**”), PTUS, Inc. (“**PTUS**”), Primus Telecommunications, Inc. (“**PTI**”), and Lingo, Inc. (“**Lingo**” and together with PT Holdco, PT Canada, PTUS and PTI, the “**Applicants**”) sought and obtained an initial order (as may be amended or restated from time to time, the “**Initial Order**”) under the *Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended* (the “**CCAA**”) providing for, *inter alia*, a stay of proceedings against the Applicants until February 18, 2016, (the “**Stay Period**”) and appointing FTI Consulting Canada Inc. (“**FTI**”) as monitor (the “**Monitor**”). The proceedings commenced by the Applicants under the CCAA will be referred to herein as the “**CCAA Proceedings**”.

2. The Stay Period has been extended a number of times. Most recently, the Stay Period was extended to September 19, 2016, pursuant to the Order of the Honourable Mr. Justice Hainey granted February 25, 2016 (the “**Stay Extension and Distribution Order**”).
3. On February 25, 2016, the Honourable Mr. Justice Hainey granted an approval and vesting order (the “**Approval and Vesting Order**”) in connection with an agreement dated January 19, 2016 (the “**Birch APA**”) by and between PT Canada, PTI and Lingo as vendors (collectively, the “**Vendors**”) and Birch Communications, Inc. (“**Birch**”) as purchaser (Birch or its permitted assigns, as applicable, being the “**Purchaser**”), pursuant to which the Purchaser was to acquire the Vendors’ right, title and interest in substantially all of the Vendors’ business and assets (the “**Birch Transaction**”).
4. On March 2, 2016, the Honourable Mr. Justice Wilton-Siegel granted an order pursuant to section 11.3 of the CCAA assigning the rights and obligations of the Applicants under certain of the Essential Contracts, as defined in the Birch APA (the “**Assignment Order**”).
5. The Birch Transaction closed on April 1, 2016.
6. Cure Costs payable pursuant to the Assignment Order, or as a condition of consents to assignments granted by counter-parties in respect of contracts to be assigned in connection with the Birch Transaction, were disbursed by the Monitor following closing of the Birch Transaction pursuant to the provisions of the Approval and Vesting Order. Paragraph 7(ii) of the Approval and Vesting Order authorizes the Monitor to disburse Cure Costs in the amounts agreed to by the parties or as otherwise ordered by the Court. As the consent to assignment of its contracts provided by Zayo Canada Inc., formerly known as Allstream Inc. (“**Zayo**”) was not conditional upon the payment of amounts owing, there were no Cure Costs (as defined in the Birch APA) payable to Zayo and the Monitor is not authorized to make any payment to Zayo unless and until ordered to do so by the

Court.

7. Pursuant to the Stay Extension and Distribution Order, the Monitor is authorized, subject to retaining the Holdback (as defined below), to disburse proceeds of the Birch Transaction (the “**Proceeds**”) as follows:
  - (a) To Origin Merchant Partners (“**Origin**”), the Applicants’ sale advisor, on account of amounts owing by the Applicants pursuant to the engagement letter dated August 7, 2015, between Origin and the Applicants;
  - (b) To the Agent on account of amounts owing to the lending Syndicate;
  - (c) To the Monitor, the Monitor’s legal counsel and the Applicants’ legal counsel on account of fees and expenses incurred in connection with the CCAA Proceedings and the Chapter 15 Proceedings (the “**Professional Expenses**”); and
  - (d) As instructed by the Applicants on account of costs and expenses incurred by the Applicants since the commencement of the CCAA Proceedings (the “**Post-Filing Expenses**”).
  
8. The purpose of this, the Monitor’s Third Report is to provide information to the Court in respect of the following:
  - (a) An update on the current status of post-closing matters related to the Birch Transaction; and
  - (b) The motion (the “**Zayo Motion**”) of Zayo seeking payment of the sum of \$1,219,549.88 owing in respect of goods or services provided prior to the commencement of the CCAA Proceedings (the “**Zayo Pre-Filing Amount**”) and the Monitor’s views thereon.

## TERMS OF REFERENCE

9. In preparing this report, the Monitor has relied upon unaudited financial information of the Applicants, the Applicants' books and records, certain financial information prepared by the Applicants and discussions with various parties, including senior management ("**Management**") of the Applicants (collectively, the "**Information**").
10. Except as described in this Report:
  - (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
11. Future oriented financial information reported or relied on in preparing this report is based on Management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.
12. The Monitor has prepared this Report in connection with the Zayo Motion returnable August 9, 2016. The Report should not be relied on for other purposes.
13. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.
14. Capitalized terms not otherwise defined herein have the meanings defined in the Initial Order or the previous reports of the Monitor.

## EXECUTIVE SUMMARY

15. In the Monitor's view:
- (a) The process utilized to seek consents to the assignment to Essential Contracts and Assumed Contracts under the Birch APA was fair and reasonable in the circumstances and was consistently applied:
  - (b) Zayo was treated fairly and reasonably and was provided sufficient information and time to consider and negotiate the request for its consent to assign contracts and to obtain legal advice with respect thereto if it wished or needed to do so; and
  - (c) The Monitor fully and appropriately fulfilled its duties in responding factually to questions raised by Zayo on a timely basis.

## BACKGROUND

### THE BIRCH TRANSACTION

16. Capitalized terms used in this section of this Report not otherwise defined are as defined in the Birch APA, a copy of which is attached hereto as **Appendix A**.
17. Section 1.1 of the Birch APA defines Cure Costs as follows:

““**Cure Costs**” mean, 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 provided that such redesignation costs do not exceed US \$250,000 in the aggregate.” (*emphasis added*)

18. Pursuant to the Birch APA, the Vendors are responsible for 50% of the amount by which the aggregate of the following amounts exceed \$3 million (the “**Vendors’ Assignment Costs**”):
  - (a) All Cure Costs; and
  - (b) All amounts payable that do not constitute Cure Costs in respect of Essential Contracts for services provided in the period prior to or up until the Closing Time (excluding any amounts payable for termination, assignment costs, legal or transfer fees) (the aggregate of the amounts described in paragraph 18(a) and 18(b) being the “**Assignment Costs**”).
  
19. Pursuant to the Birch APA, the total purchase price payable by the Purchaser (the “**Purchase Price**”) for substantially all of the assets related to the Businesses of the Applicants, was comprised of the following:
  - (a) \$44 million, subject to adjustment as set out below (the “**Base Purchase Price**”), less the Vendors’ Assignment Costs; and
  - (b) The assumption by the Purchaser of Assumed Obligations (which Assumed Obligations included, among other things, Cure Costs).
  
20. Pursuant to the Birch APA, the Base Purchase Price was to be adjusted as follows:
  - (a) Decreased by the percentage by which Benchmark Monthly Revenue exceeded Total Actual Revenue (the “**Revenue Decrease**”);

- (b) Decreased by the amount by which the Benchmark Accounts Receivable exceeded the Target Accounts Receivable (the “**A/R Decrease**”), provided that the aggregate of the Revenue Decrease and the A/R Decrease exceeds \$1.5 million; and
  - (c) Increased by the amount by which the Target Accounts Receivable exceeded the Benchmark Accounts Receivable.
- 21. Ultimately there was no adjustment to the Base Purchase Price under the provision of the Birch APA described above.
- 22. Pursuant to the Birch APA and the Approval and Vesting Order, the transfer of certain customer accounts and relationships in the United States for which a Required Approval of the Federal Communications Commission (the “**FCC**”) or a State public utilities commission or other regulatory body with jurisdiction over the provision of interstate telecommunications services (each a “**State PUC**”) was required (the “**Regulated Customer Relationships**”) did not occur on Closing. Instead, such transfers (the “**Regulated Customer Relationship Transfers**”) occur automatically without any further action of the Vendors, the Purchaser or the Monitor upon the later of:
  - (a) The date the Required Approval from the FCC has been obtained; and
  - (b) The date the Required Approval from the relevant State PUC has been obtained.



23. In accordance with the provisions of the Approval and Vesting Order, a regulated Customer Relationships Escrow in the amount of \$2.5 million was established on Closing. At the end of each month following Closing, the Purchaser provides the Monitor with a statement setting out the Regulated Customer Relationship Transfers that took place in the preceding month at which point, the Monitor releases funds corresponding to such transferred Regulated Customer Relationships from the Regulated Customer Relationships Escrow to the Designated Account (as defined in the Approval and Vesting Order).
24. If any Required Approval from the FCC and the applicable State PUC Required Approvals are outstanding on the day that is six months following the Closing Date (being October 1, 2016), any amounts remaining in the Regulated Customer Relationship Escrow will be returned to the Purchaser. As at the date of this Report, \$2,476,841.72 has been released to the Monitor from the Regulated Customer Relationships Escrow and \$23,158.28 relating to Regulated Customer Relationships for three states and the District of Columbia remains in the Regulated Customer Relationships Escrow.

#### **THE CONTRACT ASSIGNMENTS**

25. The closing of the Birch Transaction was conditional on, *inter alia*, the assignment of the 209 Essential Contracts. All Essential Contracts were assigned either in accordance with their terms where no counter-party consent was required, on the written consent of the contract counter-party or pursuant to the Assignment Order granted pursuant to Section 11.3 of the CCAA.
26. In addition to the Essential Contracts, three Assumed Contracts were assigned on the written consent of the contract counter-party.

27. Consents to assign in respect of 117 Essential Contracts were obtained from 93 contract counter-parties, including Zayo. Of these, two parties<sup>1</sup> demanded the payment of pre-filing amounts owing in the aggregate amount of approximately \$3.3 million in respect of the contracts as a condition of granting the consent to assign. Zayo did not demand payment of the Zayo Pre-Filing Amount as a condition of granting its consent. A further 93 contract counter-parties granted consent to assign without making such consent conditional on the payment of pre-filing amounts owing in the aggregate amount of approximately \$1.2 million. During negotiations, seven other parties had demanded the payment of pre-filing amounts owing in the aggregate amount of approximately \$0.8 million as a condition of granting the consent to assign, although these parties were ultimately included in the Assignment Order.
28. The Assignment Order provided for the assignment of 92 Essential Contracts with 35 counter-parties and the payment of Cure Costs in the aggregate amount of \$4,518,997.51.
29. As noted earlier in this Report, Assignment Costs payable pursuant to the Assignment Order or as a condition of consents to assign were funded as follows:
- (a) The first \$3 million by the Purchaser; and
  - (b) The amounts in excess of \$3 million were split equally between the Purchaser and the Vendors, with the Vendor' Assignment Costs reducing the Base Purchase Price.

#### **CLAIMS OF SECURED CREDITORS AND DISBURSEMENTS TO THE AGENT**

30. In its First Report, the Monitor reported that:

“27. Counsel to the Monitor, Blake Cassels & Graydon LLP, with the assistance of local agents in New Brunswick,

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<sup>1</sup> One of these parties, Bell, also requested that they be included in the Assignment Order.

Manitoba, Saskatchewan and Delaware, conducted a review of the Syndicate Security and delivered the Security Opinion to the Monitor. In summary, the Security Opinion, subject to the qualifications and assumptions set out therein, opines that the Syndicate Security is valid and legally enforceable against the Applicants.”

31. At Closing, the indebtedness to the Syndicate<sup>2</sup> was approximately \$41.3 million, inclusive of legal and professional fees of the Agent<sup>3</sup> (the “**Syndicate Indebtedness**”).
32. The Distribution Order provides for disbursements to the Agent on account of the Syndicate Indebtedness within five business days of the filing of the Monitor’s Certificate evidencing Closing of the Birch Transaction (the “**Initial Syndicate Distribution**”) and from time to time thereafter (the “**Additional Syndicate Distributions**”), in each case subject to the maximum amount of the Syndicate Indebtedness and subject to the maintenance of a holdback in an amount satisfactory to the Monitor or as otherwise determined by the Court sufficient to secure the Administration Charge and the D&O Charge and to provide for the payment of the Professional Expenses and the Post-Filing Expenses (the “**Holdback**”).
33. The Initial Syndicate Distribution in the amount of \$28.8 million was made on April 5, 2016, and, to date, Additional Syndicate Distributions have been made in the aggregate amount of \$5 million. The current outstanding Syndicate Indebtedness is approximately \$7.5 million.

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<sup>2</sup> Bank of Montreal, HSBC Bank Canada and ATB Corporate Financial Service.

<sup>3</sup> Bank of Montreal, as administrative agent

34. Primus Canada is also indebted to the Manufacturers Life Insurance Company (“**Manulife**”) and BMO Capital Partners, in the principal amount of \$20,000,000 pursuant to a subordinate credit agreement (such credit agreement, as amended, the “**Subordinate Credit Agreement**”) dated July 31, 2013, as amended by an amending agreement dated September 23, 2014. The Subordinate Credit Agreement matures on July 31, 2018.
35. While the final amount available to distribution to secured creditors cannot be determined with certainty at this time pending finalization of the final payments of Post-Filing Expenses and Professional Expenses, it is currently expected that there will be a shortfall on the Syndicate Indebtedness.

#### **THE ZAYO MOTION**

36. The Zayo Motion seeks the payment of the Zayo Pre-Filing Amount, being \$1,219,549.88. It is not disputed that the Zayo Pre-Filing Amount is outstanding and owed by PT Canada. The issue in question is whether that unsecured claim, payment of which was not required as a condition of the consent provided by Zayo to the assignment of its contracts, should now be paid in priority to the secured claims of the Syndicate.

#### **THE PROCESS FOR SEEKING CONSENTS TO ASSIGN**

37. The process utilized to seek consents to the assignment to Essential Contracts and Assumed Contracts under the Birch APA is set out in detail in the unsworn affidavit of Mr. Michael Nowlan served in support of the Applicants’ objection to the Zayo Motion (the “**Nowlan Affidavit**”).

38. The Monitor was consulted by the Applicants on the development and implementation of the process for seeking consents to assignment of contracts in connection with the Birch APA. The Monitor has reviewed the Nowlan Affidavit and based on its knowledge and understanding of the process utilized to seek consents to assignment of contracts, is of the view that the Nowlan Affidavit provides a fair and accurate explanation thereof.

**MONITOR’S COMMENTS ON CERTAIN STATEMENTS IN THE WONG-BARKER AFFIDAVIT AND ON THE ZAYO MOTION**

39. The Monitor has reviewed the affidavit of Julie Wong Barker, Senior Legal Counsel of Zayo, sworn June 10, 2016 and filed in support of the Zayo Motion (the “**Wong-Barker Affidavit**”). The Monitor makes the following observations and comments:

- (a) At paragraph 25 of the Wong-Barker Affidavit, Ms. Wong-Barker states “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.” The Monitor does not have any record of such a request by Ms. Wong-Barker and the January 26, 2016 email of Ms. Wong-Barker to the Monitor makes no such request. Further, the Monitor promptly replied by email (the “**Monitor’s January 26 Response Email**”) to Ms. Wong-Barker on January 26, 2014, (i) informing Ms. Wong-Barker that the Birch APA was not yet available as it was not a public document, (ii) informing Ms. Wong-Barker to refer to the Monitor’s Website for further updates, and (iii) inviting Ms. Wong-Barker to contact the Monitor in the event that she had any further questions. Ms. Wong-Barker did not contact the Monitor again with any questions regarding the Birch APA or the assignment of contracts A copy of Ms. Wong-Barker’s email of January 26, 2012, and the Monitor’s January 26 Response Email is attached hereto as **Appendix B**;

- (b) At paragraph 33 of the Wong-Barker Affidavit, Ms. Wong-Barker states that she “decided to reach out directly to Primus’ counsel at Blake, Cassels & Graydon (“**Blakes**”)”. To clarify, Blakes is counsel to the Monitor and Stikeman Elliott LLP is counsel to the Applicants; and
- (c) Other than the January 26, 2016 correspondence, the Monitor has found no record of any communication from Zayo to either the Monitor or its counsel prior to the closing of the Birch Transaction regarding (i) matters related to the assignment of contracts in the context of proceedings under the CCAA, or (ii) any request for payment of the Zayo Pre-Filing Amount as a condition of any assignment of the Zayo contracts.

**MONITOR’S VIEW ON PROCESS FOR SEEKING CONSENTS AND ZAYO’S ENTITLEMENT TO PAYMENT OF ZAYO PRE-FILING AMOUNTS**

- 40. Zayo agreed to provide its consent and did not make the payment of the Zayo Pre-Filing amount a condition to such consent. In the Zayo Motion, Zayo takes the position that it should have been advised that it had the ability to do so and, had it been so advised, Zayo would not have provided its unconditional consent.
- 41. Based on the Monitor’s understanding of the process utilized to seek consents to the assignment to Essential Contracts and Assumed Contracts under the Birch APA, it appears that the process was consistently applied to the various contract counter-parties and was fair and reasonable in the circumstances. In the Monitor’s view, counter-parties were treated consistently and fairly and were provided with a reasonable amount of time to consider the request and, to the extent that they considered it necessary or appropriate, to seek legal advice with respect thereto. The Monitor is also of the view that there were no material deficiencies in the process which may have led to unfairness in the execution of the process.

42. Zayo was provided with (i) information regarding the Birch Transaction and proposed assignment, (ii) a letter seeking consent which specifically referenced Section 11.3 of the CCAA (which section speaks to cure costs), and (iii) an opportunity to consider the matter, seek advice and negotiate the terms of its consent. In that regard, the Monitor notes that when negotiating the consent, the Applicants were dealing with in-house counsel at Zayo and that Zayo is a sophisticated entity with the ability to access external legal counsel if desired.
43. In the Monitor's view, Zayo was treated fairly and reasonably and was provided sufficient information and time to consider the Applicants' request for consent to assign the contracts, to negotiate the terms of any consent and to obtain legal advice with respect thereto if it wished or needed to do so.
44. The Monitor is of the view that it fully and appropriately fulfilled its duties in responding factually to questions raised by Zayo in a timely manner.

The Monitor respectfully submits to the Court this, its Third Report.

Dated this 13<sup>th</sup> day of July, 2016.

FTI Consulting Canada Inc.  
In its capacity as Monitor of  
PT Holdco, Inc., Primus Telecommunications Canada, Inc.,  
PTUS, Inc., Primus Telecommunications, Inc., and Lingo, Inc.



Nigel D. Meakin  
Senior Managing Director



Steve Bissell  
Managing Director

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# Appendix A

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## The Birch APA



**PRIMUS TELECOMMUNICATIONS CANADA INC.,  
PRIMUS TELECOMMUNICATIONS, INC. and LINGO, INC.**

as Vendors

and

**BIRCH COMMUNICATIONS, INC.**

as Purchaser

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**ASSET PURCHASE AGREEMENT**

**January 19, 2016**

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## ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of January 19, 2016, between Primus Telecommunications Canada Inc., a corporation incorporated under the laws of Ontario, Primus Telecommunications, Inc., a corporation incorporated under the laws of Delaware, and Lingo, Inc., a corporation incorporated under the laws of Delaware (collectively, the “Vendors”) and Birch Communications, Inc., a corporation incorporated under the laws of Georgia (the “Purchaser”).

### RECITALS:

The Vendors desire to sell certain of its and its subsidiaries’ assets and the Purchaser has agreed to purchase such assets subject to the terms and conditions set forth in this Agreement and in accordance the applicable provisions of the CCAA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

“**Accounting Referee**” means a national accounting firm independent of the Vendors and the Purchaser, acceptable to both the Vendors and the Purchaser, acting reasonably, represented by members of such firm’s Toronto office.

“**Accounts Receivable**” means, on any date, all non-credit balance customer accounts receivable generated in the operation of the Business, together with any unpaid interest or fees accrued thereon which are outstanding on such date and the full benefit of all security or collateral of any Vendor for, or in respect of, such amounts, including recoverable advances and deposits, but for greater clarity, excluding any amounts owing to any Vendor at the Closing Time from any of its shareholders or Affiliates (other than a Vendor), or from any other Person with whom it does not deal at arm’s length.

“**Affiliate**” has the meaning given to the term “affiliate” in the *Business Corporations Act* (Ontario).

“**Agreement**” means this asset purchase agreement, as amended from time to time.

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or

order, in each case, having the force of law that applies in whole or in part to such Person, property, transaction or event.

**“Approval and Vesting Order”** means an order by the Court substantially in the form attached as Schedule I approving this Agreement and authorizing the Vendors to complete the Transaction and vesting in the Purchaser all the right, title and interest of the Vendors in and to the Purchased Assets free and clear of all Encumbrances and Claims other than Permitted Encumbrances.

**“Assignment Order”** means an order or orders of the Court 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 (i) 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, (ii) 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 (iii) the vesting in the Purchaser of all right, title and interest of the relevant Vendor in such Essential Contract.

**“Assumed Contracts”** means the contracts and other written agreements listed on Schedule B and on Schedule C, but excluding the Excluded Contracts.

**“Assumed Obligations”** has the meaning set out in Section 2.6.

**“Base Purchase Price”** means \$44 million.

**“Benchmark Accounts Receivable”** means \$6,658,890.

**“Benchmark Monthly Revenue”** means \$12,976,672.

**“Benefit Plans”** means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings with respect to some or all of the Employees, former employees of any Vendor or the Business or their respective dependents or beneficiaries and which provide for or relate to (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, supplemental retirement arrangements, share compensation, share purchase or share option, share appreciation rights, phantom stock, vacation or vacation pay, sick pay, employee loans, or any other compensation in addition to salary; (ii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short term disability, long term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor’s benefits, supplementary employment insurance, day care, tuition or professional commitments or expenses and perquisites or similar employment benefits or (iii) welfare, termination, retirement, savings, pensions, supplemental retirement or any other similar benefits or rights, in each case sponsored, maintained or contributed to or required to be contributed to by

any Vendor or by which any Vendor is bound or with respect to which any Vendor participates or has any actual or potential liability or obligation.

**“Books and Records”** means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by any Vendor in connection with the ownership of the Purchased Assets or operation of the Business, including the Assumed Contracts, active and non-active customer lists, active and non-active customer information, account records, invoices, notes and trouble tickets for a minimum of six months prior to the date hereof, service request documents, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Business, and, for greater certainty, excluding the minute books and corporate records of any Vendor.

**“BSS”** means billing support systems.

**“Business”** means the business of the Vendors, being the provision of telecom services to customers in Canada, the United States and Puerto Rico.

**“Business Day”** means a day on which banks are open for business in Toronto, Ontario but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

**“CABS”** means carrier access billing services.

**“CCAA”** means *Companies’ Creditors Arrangement Act* (Canada).

**“CCAA Proceedings”** means the proceedings under the CCAA to which the Vendors will be subject pursuant to the Initial Order.

**“chapter 15”** means chapter 15, title 11 of the United States Bankruptcy Code.

**“chapter 15 Proceedings”** means the proceedings under chapter 15 made pursuant to the Initial Order.

**“Claims”** means any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person.

**“Closing”** means the successful completion of the Transaction.

**“Closing Cash Payment”** has the meaning set out in Section 3.2(b).

**“Closing Cash Purchase Price”** has the meaning set out in Section 3.1.

“**Closing Date**” means the date on which Closing occurs that is expected to be five Business Days after the date upon which the Approval and Vesting Order is obtained and is final, not stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal, or such other earlier or later date as may be agreed by the Parties.

“**Closing Statement**” has the meaning set out in Section 3.7(a).

“**Closing Time**” means 2:00 p.m. (Toronto time) on the Closing Date.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, Section 4980B of the Code, Title I Part 6 of ERISA.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Competition Act**” means the *Competition Act* (Canada), R.S.C., 1985, c. C-34.

“**Consent Required Contract**” has the meaning set out in Section 2.3.

“**Court**” means Ontario Superior Court of Justice (Commercial List).

“**Cure Costs**” means 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.

“**Customer Prepayments**” means the sum of all payments received by any Vendor in respect of services to be provided by Purchaser after the Closing Time.

“**Deposit**” has the meaning set forth in Section 3.3.

“**Employee**” means an individual who is employed by any Vendor, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave.

“**Employee Plans**” means all “employee benefit plans” within the meaning of Section 3(3) of ERISA, all formal written plans and all other compensation and benefit plans, contracts, policies, programs and arrangements of the Vendor in connection with the Business in effect as of the date hereof, including all pension, profit sharing, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, severance pay and medical and life insurance plans in which any of the Employees or their dependents participate.



**“Encumbrances”** means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate Liability”** means any obligation, liability, or expense of any Vendors which arises under or relates to any employee benefit plan or arrangement of Vendors or its affiliates that is subject to Title IV of ERISA, Section 302 of ERISA, Section 412 of the Code, COBRA or any other statute or regulation that imposes liability on a so-called “controlled group” basis with or without reference to any provision of Section 414 of the Code or Section 4001 of ERISA, including by reason of any Vendors’ affiliation with any of any trade or business, whether or not incorporated, that together with the Vendors would be deemed a “single employer” within the meaning of Section 4001(b) of ERISA (an **“ERISA Affiliate”**) or the Purchaser or any of its limited partners being deemed a successor to any ERISA Affiliate of any Vendor.

**“Escrow Agent”** means FTI Consulting Canada Inc., solely in its capacity as escrow agent for the Vendors and the Purchaser pursuant to an escrow agreement dated the date hereof between the Vendors, the Purchaser and FTI Consulting Canada Inc.

**“Essential Contracts”** means the contracts and other written agreements listed on Schedule B, each of which is a Consent Required Contract, material and required for the operation of the Business by the Purchaser.

**“Excise Tax Act”** means the *Excise Tax Act* (Canada).

**“Excluded Assets”** means all cash and cash equivalents of any Vendor, the Excluded Contracts, all Benefit Plans and Employee Plans and all of any Vendor’s right, title and interest, in and to those assets and rights set forth in Schedule D.

**“Excluded Contracts”** means those contracts and other written agreements to which any Vendor is a party that (i) is not listed on Schedule B or C, (ii) is deemed to be an Excluded Contract pursuant to Section 2.3(1)(a) or (iii) becomes an Excluded Contract pursuant to Section 2.8, and, for greater certainty, **“Excluded Contracts”** includes the contracts and other written agreements listed on Schedule E.

**“FCC”** means the Federal Communications Commission of the United States.

**“Governmental Authority”** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

**“Income Tax Act”** means the *Income Tax Act* (Canada).

**“Indemnified Party”** means a Person with indemnification rights or benefits under this Agreement.

**“Initial Order”** means the order of the Court with respect to the CCAA Proceedings, granting the Vendors protection pursuant to the CCAA, which is expected to be obtained on or about January 19, 2016.

**“Intellectual Property”** means:

- (a) patents, patent applications and other patent rights, including provisional and continuation patents;
- (b) registered and unregistered trade-marks, service marks, logos, slogans, corporate names, trade names, business names and other indicia of origin, and all applications and registrations therefor;
- (c) internet domain names, applications and reservations for internet domain names, uniform resource locators and the corresponding internet sites;
- (d) customer service telephone numbers (toll free and local numbers) and blocks of telephone numbers assigned to any Vendor; and
- (e) all other intellectual property used to support the Business.

**“Investment Canada Act”** means the *Investment Canada Act*.

**“Management Agreement”** has the meaning set out in Section 2.4(2).

**“Monitor”** means FTI Consulting Canada Inc. in its capacity as monitor of the Vendors in the CCAA Proceedings.

**“Monitor’s Certificate”** means the certificate of the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Monitor has received the Closing Cash Payment.

**“Net Revenue”** means the net revenue of the Business shown on the consolidated monthly financial statements prepared in a manner consistent with the Vendor’s past accounting policies and practices, which for greater certainty excludes any Pass-Through Charges.

**“Offered Employees”** has the meaning set out in Section 4.1(1).

**“Ordinary Course of Business”** means the ordinary conduct of the Vendors with respect to the Purchased Assets or the Business in a manner that is consistent with the

conduct of the Business in the six month period preceding the date hereof and consistent with the orders of the Court in the CCAA Proceedings and the chapter 15 Proceedings.

**"OSS"** means operation support systems.

**"Outside Date"** means June 30, 2016.

**"Party"** means the Purchaser or any Vendor.

**"Pass-Through Charges"** means all charges collected for the purposes of being remitted to a Governmental Authority.

**"Permitted Encumbrances"** means those Encumbrances set forth in Schedule G.

**"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

**"Post-Closing Statement"** has the meaning set out in Section 3.7(c).

**"Public Statement"** has the meaning set out in Section 9.5.

**"Purchase Price"** has the meaning set out in Section 3.1.

**"Purchased Assets"** means all of each Vendor's right, title and interest, in and to the assets used in or required for the Business, including those assets set forth in Schedule A, but excluding the Excluded Assets.

**"Purchased Intellectual Property"** means all Intellectual Property of any Vendor used in or required for the Business, including the items listed in Schedule H.

**"Purchaser"** has the meaning set out in the recitals hereto.

**"Regulated Customer Relationships"** has the meaning set out in Section 2.4(1).

**"Regulated Customer Relationships Escrow"** means to be paid to the Monitor in escrow and deducted from the Closing Cash Payment pursuant to Section 3.2(1)(b)(ii) or Section 3.2(1)(b)(iii), as the case may be.

**"Representative"** means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

**"Required Approvals"** means any material permit, license, consent, waiver, approval, registration or authorization of any Governmental Authority required for Purchaser to

continue to operate the Business following the Closing in substantially the same manner as the Business is operated by Vendors on the date of this Agreement.

**"Sales Tax"** means all taxes, interest, penalties and fines imposed under Sales Tax Legislation.

**"Sales Tax Legislation"** means Part IX of the *Excise Tax Act* and *An Act Respecting the Quebec Sales Tax* (Québec) and the regulations made under such legislation.

**"State PUC"** means any state public utility commission or other regulatory body of the District of Columbia or any United States state or possession with jurisdiction over the provision of intrastate telecommunications services.

**"Target Accounts Receivable"** means the sum of the current and 30 day Canadian Accounts Receivable balances of the Vendors and the current and 30 day U.S. Accounts Receivable balances of the Vendors converted to Canadian dollars taken from the accounts receivable sub-ledgers underlying the consolidated monthly financial statements as at the monthly accounting period end preceding the Closing Date all in a manner consistent with past accounting policies and practices of the Vendors.

**"Total Actual Revenue"** means Net Revenue for the three full monthly accounting periods immediately preceding the Closing Date, divided by three.

**"Transaction"** means the transaction of purchase and sale contemplated by this Agreement.

**"Transfer Taxes"** means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including Sales Tax but excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

**"Transferred Employees"** has the meaning set out in Section 4.3.

**"Unbilled Revenue"** means revenue associated with goods and services provided by any Vendor to its customers that has not been invoiced or billed to such customers.

**"U.S. Court"** means the United States Bankruptcy Court for the District of Delaware.

**"U.S. Recognition Order"** means one or more orders made by a court of competent jurisdiction in the United States, including, but not limited to the United States Bankruptcy Court for the District of Delaware, under chapter 15 recognizing and giving effect to the Initial Order, Approval and Vesting Order, and the Assignment Order.

**"Vendors"** has the meaning set out in the recitals hereto.

## **Section 1.2 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **Section 1.3 General Construction**

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

## **Section 1.4 Extended Meanings**

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

## **Section 1.5 Currency**

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

## **Section 1.6 Statutes**

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

## **Section 1.7 Schedules**

The following Schedules are incorporated in and form part of this Agreement:

Schedule A	–	Purchased Assets
Schedule B	-	Essential Contracts
Schedule C	–	Other Assumed Contracts
Schedule D	–	Excluded Assets
Schedule E	–	Excluded Contracts
Schedule F	–	Purchase Price Allocation
Schedule G	–	Permitted Encumbrances
Schedule H	–	Purchased Intellectual Property
Schedule I	–	Form of Approval and Vesting Order
Schedule J	–	Form of Management Services Agreement
Schedule K	–	Regulated Customer Relationship Values by State

## ARTICLE 2 PURCHASE AND SALE

### Section 2.1 Purchase and Sale of Assets

Subject to the terms and conditions hereof at the Closing Time, each Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from such Vendor the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to the Approval and Vesting Order.

### Section 2.2 Excluded Assets

The Purchased Assets shall include only those assets expressly contemplated in the definition of Purchased Assets and the Purchaser shall in no way be construed to acquire any interest in the Excluded Assets.

### Section 2.3 Assignment of Contracts

- (1) In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them (each a **“Consent Required Contract”**):
  - (a) If any such consents, approvals or waivers or Assignment Orders therefor have not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts;
  - (b) Following the issuance of the Initial Order and until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;
  - (c) If any consent, approval or waiver is not obtained for any Essential Contract prior to the service of the motion for the Approval and Vesting Order, the Vendor shall bring a motion to the Court for issuance of an Assignment Order with respect to each such Essential Contract together with the motion for the Approval and Vesting Order; and
  - (d) Once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or, with respect to any such Consent Required Contract that is an Essential Contract only, the assignment of such Consent Required Contract has been ordered by the Court, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

- (2) With respect to each Consent Required Contract, subject to closing and to either (i) the consent, approval or waiver of the other parties thereto required for the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, as part of the Purchase Price the Purchaser shall pay the applicable Cure Costs related to such Consent Required Contract on Closing.
- (3) All negotiations with respect to the settlement and payment of Cure Costs may only be conducted from and after the filing of the Initial Order and shall be conducted in the presence of a representative of each of the Vendor, the Purchaser and the Monitor, unless the right to have a representative present is waived by the Vendor, the Purchaser or the Monitor, respectively.

#### **Section 2.4 Regulated Customer Relationships**

- (1) Notwithstanding anything in this Agreement to the contrary, the transfer of the customer accounts and relationships described in the Management Agreement for which a Required Approval of the FCC or a State PUC (the "**Regulated Customer Relationships**") is required and has not been obtained at or before the Closing shall not occur at Closing but shall instead occur automatically without any further action of the Vendors, the Purchaser or the Monitor upon the later of (A) the date the Required Approval from the FCC has been obtained and (B) the date the Required Approval from the relevant State PUC has been obtained.
- (2) The Purchaser and certain of the Vendors shall enter into a management agreement (the "**Management Agreement**") in the form attached hereto as Schedule J.

#### **Section 2.5 "As is, Where is"**

The Purchaser acknowledges that the Vendors are selling the Purchased Assets on an "as is, where is" basis as they shall exist at the Closing Time subject to the benefit of the representations and warranties in this Agreement. No representation, warranty or condition is expressed or can be implied as to fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of any Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), the *Civil Code of Québec* or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise provided in Section 5.2, no representation, warranty or condition has or will be given by any Vendor concerning completeness or accuracy of such descriptions.

#### **Section 2.6 Assumed Obligations**

The Purchaser shall assume and perform, discharge and pay when due the following obligations and liabilities of the Vendors (the "**Assumed Obligations**") after the Closing:

- (a) all debts, liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing and in respect of Assumed Contracts for services, only those debts, liabilities and obligations for services performed from and after the Closing Time) for the period from and after the Closing Time, in each case provided that such debts, obligations or liabilities are not arising from, due to or attributable to (i) any default existing or breach (with or without the giving of notice, the lapse of time, or both) by any Vendor occurring prior to or as a consequence of Closing, or (ii) any default, breach or violation of any Vendor of any term or condition of this Agreement;
- (b) all debts, liabilities and obligations under customer deposits and Customer Prepayments;
- (c) all debts, liabilities and obligations for realty taxes in respect of the Purchased Assets attributable to the period from and after the Closing Time;
- (d) all debts, liabilities and obligations for which the Purchaser is responsible pursuant to Section 4.3;
- (e) all Cure Costs; and
- (f) all debts, liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time that are not Excluded Obligations.

## **Section 2.7 Excluded Obligations**

Other than the Assumed Obligations, the Purchaser shall not assume, pay, satisfy, discharge, perform or fulfill and shall not be liable, directly or indirectly, or otherwise responsible for any debts, liabilities or other obligations or Claims of the Vendors, including, without limiting the generality of the foregoing:

- (a) all legal, accounting, broker other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings or the transactions contemplated by this Agreement;
- (b) all debts, liabilities, obligations or Claims related to any Benefit Plans or Employee Plans (including in respect of the Transferred Employees);
- (c) all debts, liabilities, obligations or Claims related to Employees (other than Transferred Employees pursuant to Section 4.3 only) or former employees;
- (d) all debts, liabilities and obligations related to any Purchased Asset arising out of or related to the period prior to the Closing Time;
- (e) all debts, liabilities and obligations relating to any Excluded Asset;



- (f) all obligations and liabilities owing by any Vendor to any Affiliate thereof;
- (g) all liabilities and obligations of any Vendor arising out of any proceeding (i) pending against any Vendor or the Business as of the Closing Date; or (ii) commenced against any Vendor after the Closing Date to the extent such liability or obligation arises or results from the Vendors' ownership or operation of the Purchased Assets and the Business prior to the Closing Date;
- (h) all obligations and liabilities for prepayments and deposits for non-active customers in the U.S.;
- (i) all debts, liabilities and obligations for or related to any obligation for any taxes that are not expressly assumed by the Purchaser pursuant to Section 2.6 or Section 3.6;
- (j) all taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes); and
- (k) without duplication, all debts, liabilities and obligations of the Vendors arising under this Agreement.

#### **Section 2.8 Additions to Excluded Contracts**

Notwithstanding Section 2.7, the Purchaser shall have the right, at any time prior to the granting of the Approval and Vesting Order to add to the list of contracts and other written agreements listed in Schedule E by notice in writing to the Vendor and the Monitor so that any contract or other written agreement so added shall be an Excluded Contract and shall not be assigned to the Purchaser at Closing, without any adjustment to the Purchase Price.

### **ARTICLE 3 PURCHASE PRICE**

#### **Section 3.1 Purchase Price**

The aggregate purchase price (the "**Purchase Price**") amount payable by the Purchaser to the Vendors for the Purchased Assets is the sum of: (i) (A) the Base Purchase Price, as adjusted pursuant to Section 3.7 below, *less* (B) all Cure Costs, *less* (C) all amounts payable that do not constitute Cure Costs in respect of Essential Contracts for services provided in the period prior to or up until the Closing Time (but for greater certainty, not for termination or assignment costs or legal or transfer fees), provided, however, the reductions to the Purchase Price pursuant to clauses (B) and (C) will be made only to the extent such reductions exceed \$3 million in the aggregate, and then only to the extent of 50% of such excess (the "**Closing Cash Purchase Price**") plus (ii) the assumption by the Purchaser of the Assumed Obligations.

### Section 3.2 Satisfaction of Purchase Price

- (1) Provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 7, the Purchase Price shall be paid and satisfied on Closing as follows:
  - (a) as to the amount of the Deposit, by the crediting and set off of the Deposit against an amount of the Closing Cash Purchase Price equal to the amount of the Deposit;
  - (b) as to the balance of the Closing Cash Purchase Price (the “**Closing Cash Payment**”):
    - (i) if the Required Approvals from the FCC and each State PUC have been obtained by the Purchaser by the Closing Time, the Purchaser shall pay the Closing Cash Payment to the Monitor by wire transfer of immediately available funds to an account designated by the Monitor and held by the Monitor in such account pending further order of the Court; or
    - (ii) if the Required Approval from the FCC has not been obtained by the Closing Time, the Purchaser shall pay the Closing Cash Payment less \$2.5 million, such amount being the amount of the Closing Cash Purchase Price attributable to the Regulated Customer Relationships; or
    - (iii) if the Required Approval from the FCC has been obtained by the Closing Time, the Purchaser shall pay the Closing Cash Payment less an amount equal to the amount attributable to the Regulated Customer Relationships for which the State PUC Required Approvals have not been obtained by the Closing Time, based on Schedule K, such amount being the amount of the Closing Cash Purchase Price attributable to the Regulated Customer Relationships not transferred at the Closing Time; and
  - (c) as to the dollar value of the Assumed Obligations, by the assumption by the Purchaser of the Assumed Obligations.
- (2) If any amount of the Regulated Customer Relationships Escrow is deducted from the Closing Cash Payment pursuant to Section 3.2(1)(b)(ii) or Section 3.2(1)(b)(iii), the Purchaser shall deposit such amount with the Monitor at the Closing Time to be held by the Monitor in escrow. Within ten Business Days following the last day of the first full calendar month after Closing, and continuing within ten Business Days following the last day each calendar month thereafter until all Regulated Customer Relationships are transferred to the Purchaser pursuant to Section 2.4(1), the Purchaser shall provide the Monitor with a written statement confirming the Required Approvals obtained during the previous month and as soon as practical following receipt of such written statement the Monitor shall transfer from the Regulated Customer Relationships Escrow the amount attributable to the Regulated Customer Relationships transferred during the previous month based upon Schedule K to the Monitor, to be held in an account

designated by the Monitor and held by the Monitor in such account or paid in accordance with the order of the Court, in satisfaction of the Purchase Price attributable to the Regulated Customer Relationships so transferred.

### **Section 3.3 Deposit**

The Vendors acknowledge receipt of a deposit (the “**Deposit**”) of \$2 million, paid to the Escrow Agent on behalf of the Vendors and held by the Escrow Agent subject to the terms of the Escrow Agreement. If the Closing takes place, the Deposit shall be credited and set off against the Closing Cash Purchase Price. The Deposit shall be forfeited in favour of the Vendors in the event this Agreement is terminated by the Vendors pursuant to Section 8.6(2)(d). In the event that this Agreement is terminated pursuant to Section 8.6 for any reason other than by the Vendors pursuant to Section 8.6(2)(d), the Purchaser shall be entitled to a full refund of the Deposit and the Vendors and Purchaser shall provide the Escrow Agent with a written direction instructing the Escrow Agent to release the Deposit to the Purchaser in accordance with the terms of the Escrow Agreement.

### **Section 3.4 Allocation of Purchase Price**

The Purchase Price shall be allocated among the Purchased Assets and the Vendors as specified in Schedule F. Each of the Vendors and the Purchaser shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

### **Section 3.5 Section 22 Tax Election**

The Purchaser and Primus Telecommunications Canada, Inc. shall make and file, in a timely manner, a joint election to have the rules in section 22 of the Income Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the Accounts Receivable that are the subject of that election and shall designate therein that portion of the consideration allocated to the Accounts Receivable that are the subject of such election in accordance with Section 3.4 of this Agreement as consideration paid by the Purchaser to Primus Telecommunications Canada, Inc.

### **Section 3.6 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price is exclusive of all Transfer Taxes and the Purchaser shall be liable for and shall pay any and all applicable Transfer Taxes pertaining to the Purchaser’s acquisition of the Purchased Assets;
- (b) the Purchaser shall indemnify the Vendors for any applicable Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) for

which the Vendors may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes; and

- (c) Primus Telecommunications Canada, Inc. and the Purchaser shall jointly elect that no Sales Tax be payable pursuant to the Sales Tax Legislation with respect to the purchase and sale of the Purchased Assets under this Agreement and the Purchaser will file an election pursuant to section 167 of the Excise Tax Act and section 75 of *An Act Respecting the Quebec Sales Tax* (Québec), prepared by the Purchaser and made jointly by the Purchaser and Primus Telecommunications Canada, Inc., in compliance with the requirements of the Sales Tax Legislation. Prior to the Closing, the Purchaser (or its Affiliate) shall become a registrant for purposes of the Sales Tax Legislation.

### **Section 3.7 Closing Statement**

- (a) Not later than ten Business Days prior to the Closing Date, the Vendors shall deliver to Purchaser a written statement (the “**Closing Statement**”) setting forth Vendors’ good faith estimate of (i) Total Actual Revenue, and (ii) Target Accounts Receivable, together with supporting documentation and calculations. Should the Purchaser object to any of the amounts or calculations in the Closing Statement, Purchaser and the Vendors shall cooperate in a diligent and good faith manner to resolve such objections prior to the Closing, and the Closing Statement shall be adjusted prior to the Closing to reflect any changes agreed to by the Purchaser and the Vendors prior to the Closing. In the event Purchaser and the Vendors cannot agree, the Vendors’ estimate of any items in dispute shall be used for the purposes of Closing.
- (b) The Base Purchase Price shall be:
  - (i) subject to the proviso in Section 3.7(b)(ii), decreased by an amount equal to (A) (I) the amount by which Benchmark Monthly Revenue exceeds Total Actual Revenue, *divided* by (II) Benchmark Monthly Revenue, *multiplied* by (B) the Base Purchase Price;
  - (ii) decreased by the amount by which the Benchmark Accounts Receivable exceeds Target Accounts Receivable, provided that the Base Purchase Price shall be decreased in respect of Section 3.7(b)(i) and this Section 3.7(b)(ii) only to the extent the amount in Section 3.7(b)(i) and this Section 3.7(b)(ii) in the aggregate exceed \$1.5 million; and
  - (iii) increased by the amount by which the Target Accounts Receivable exceed the Benchmark Accounts Receivable.
- (c) No later than 30 days following the Closing Date, Purchaser shall deliver to the Vendors a written statement (the “**Post-Closing Statement**”) setting forth Purchaser’s good faith determination of (i) Total Actual Revenue, and (ii) Target Accounts Receivable. Within 15 days of the Vendors’ receipt of the Post-Closing

Statement, the Vendors must notify Purchaser in writing if it objects to any of the amounts or calculations in the Post-Closing Statement and identify the objectionable amounts or calculations in its written notice to the Purchaser. The Purchaser and the Vendors shall cooperate in a diligent good faith manner to resolve such objections as soon as possible after the Purchaser's receipt of the Vendors' objections, but not later than 30 days after the Vendors' receipt of the Post-Closing Statement, and the Post-Closing Statement shall be adjusted to reflect any changes agreed to by the Purchaser and the Vendors. In the event of an unresolved dispute regarding the Post-Closing Statement, the Parties shall utilize the dispute resolution procedure set forth in Section 3.8 as the exclusive mechanism to resolve such dispute.

- (d) Following delivery and agreement, or a determination by the Accounting Referee in accordance with Section 3.8 below with respect to the Post-Closing Statement:
  - (i) in the event that the aggregate adjustments to the Base Purchase Price pursuant to the Post-Closing Statement result in a Purchase Price that is greater than the Purchase Price paid at Closing, Purchaser shall pay such difference to the Monitor by wire transfer of immediately available funds within ten days following finalization of the Post-Closing Statement; or
  - (ii) in the event that the aggregate adjustments to the Base Purchase Price pursuant to the Post-Closing Statement result in a Purchase Price that is less than the Purchase Price paid at Closing, the Monitor shall pay such difference to Purchaser by wire transfer of immediately available funds within ten days following finalization of the Post-Closing Statement.

### **Section 3.8 Dispute Resolution Procedure**

In the event the Parties are unable to agree upon the Post-Closing Statement, such dispute shall be submitted to, and all issues having a bearing on such dispute shall, subject to any order of the Court, be resolved by the Accounting Referee, in consultation with the Monitor. In resolving any such dispute, the Accounting Referee shall consider only those items or amounts in disagreement. Unless otherwise ordered by the Court, the Accounting Referee's determination of any of the matters set forth above shall be final and binding on the parties to this Agreement. The Accounting Referee shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. All fees and expenses of the Accounting Referee shall be borne equally by Purchaser, on the one hand, and the Vendors on the other hand.

## **ARTICLE 4 EMPLOYEE MATTERS**

### **Section 4.1 Offer to Employees.**

- (1) The Purchaser may in its sole and absolute discretion offer employment, conditional on Closing and effective as of the Closing Time, to any or all active and inactive Employees

in accordance with this Section 4.1 (collectively, the “**Offered Employees**”) on or before the date the Approval and Vesting Order is obtained and each such offer will be on terms and conditions required by Applicable Law.

- (2) The Vendors shall not attempt in any way to discourage any of the Offered Employees from accepting the offer of employment made by the Purchaser.

#### **Section 4.2 Employee Plans.**

To the knowledge of the Vendors: (i) no event has occurred and there exists no condition or set of circumstances in connection with which the Vendors, the Business or the Purchaser could be subject to any material liability under the terms of any Employee Plan, ERISA or the Code; (ii) each of the Employee Plans (and each related trust or insurance contract) has been operated and administered in all material respects in accordance with Applicable Law and administrative or governmental rules and regulations, including ERISA and the Code.

#### **Section 4.3 Employee Liability.**

Without limiting the Purchaser’s obligations in respect of those Offered Employees who accept the Purchaser’s offer of employment (the “**Transferred Employees**”), the Purchaser shall be responsible for:

- (a) All liabilities (whether accrued or not) for salary, wages, bonuses, commissions, and other compensation relating to employment of all Transferred Employees, for the period after the Closing Time;
- (b) All liabilities (whether accrued or not) for vacation pay of all Transferred Employees, whether relating to any period before or after the Closing Time;
- (c) All severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Purchaser of the employment of any Transferred Employee after the Closing Time;
- (d) All liabilities for Claims for injury, disability, death or workers’ compensation arising from or related to employment of the Transferred Employees arising after the Closing Time; and
- (e) All employment-related Claims, penalties and assessments in respect of the Business (but, for greater clarity, excluding with respect to such amounts related to any Employees or former Employees who are not Transferred Employees) arising out of matters which occur after the Closing Time.

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES**

**Section 5.1 Purchaser's Representations**

The Purchaser represents and warrants to the Vendors as of the date hereof and as of the Closing Time that and acknowledges that the Vendors is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) The Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder.
- (b) All necessary corporate action has been taken by the Purchaser to authorize the execution and delivery by it of, and the performance of its obligations under, this Agreement.
- (c) The Purchaser has or will have made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the Purchase Price as set forth in Section 3.2.
- (d) The Purchaser is either not a non-Canadian or is controlled by a WTO investor, each within the meaning of the Investment Canada Act.
- (e) The Purchaser, together with its affiliates (as the term "affiliate" is defined under the Competition Act), neither have assets in Canada with an aggregate value in excess of \$225 million nor aggregate gross revenues from sales in, from or into Canada in excess of \$225 million, all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act.

**Section 5.2 Vendors' Representations**

Each Vendor represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Each Vendor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation.
- (b) Each Vendor has provided the Purchaser with true and complete copies of all Benefit Plans relating to employees of the Business. Such Vendor does not and has never sponsored or participated in a "registered pension plan" as such term is defined in the Income Tax Act.

- (c) Subject to obtaining the Approval and Vesting Order and, if applicable, the Assignment Orders, each Vendor has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder.
- (d) The Vendors, together with their affiliates (as the term “affiliate” is defined under the Competition Act), neither have assets in Canada with an aggregate value in excess of \$175 million nor aggregate gross revenues from sales in, from or into Canada in excess of \$175 million, all as determined in accordance with and for the purposes of subsection 109(1) of the Competition Act.
- (e) In respect of the Purchased Assets and related business in Canada, no Required Approvals are required to complete the transactions contemplated herein, including pursuant to the Competition Act and the Investment Canada Act, other than obtaining the Orders referenced in Section 5.2(c) above.
- (f) Each Vendor has good and marketable title to the Purchased Assets that it owns.

### **Section 5.3 Limitations**

With the exception of the Vendors’ representations and warranties in Section 5.2 and the Purchaser’s representations and warranties in Section 5.1, neither the Vendors nor the Purchaser, or their respective Representatives, nor any of their respective officers, directors or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendors, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

## **ARTICLE 6 COVENANTS**

### **Section 6.1 Conduct of Business in the Ordinary Course**

- (1) Each Vendor shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business, except to the extent required to allow any Vendor to comply with its obligations under this Agreement, subject in all cases to any limitation imposed by being subject to CCAA Proceedings, the chapter 15 Proceedings and any order of the Court or the U.S. Court.
- (2) Without limiting the generality of Section 6.1(1) and subject to any order of the Court or the U.S. Court, each Vendor shall use its commercially reasonable efforts to:
  - (a) remain in possession of the Purchased Assets until Closing, use the Purchased Assets only in the Ordinary Course of Business and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;



- (b) not dispose of any of the Purchased Assets;
  - (c) not acquire or agree to acquire any material additional assets for the operation of the Business;
  - (d) not amend in any material respect or in a manner outside the ordinary course of business any Assumed Contract or waive any material rights thereunder, or disclaim any Essential Contract without the consent of the Purchaser, not to be unreasonably withheld or delayed; and
  - (e) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets other than in the Ordinary Course of Business; except, in each case, with the prior written consent of the Purchaser, such consent not to be unreasonably withheld, or an order of the Court, and provided that such consent of the Purchaser shall be deemed to have been given with respect to any request for such a consent to which the Purchaser fails to respond within two Business Days after such request is made.
- (3) No Vendor will, except as required by Applicable Law, change recurring rates, non-recurring rates, promotions, sales incentives, commission plans, accounting policies, credit policies or collection procedures, in each case without the prior written consent of Purchaser or an order of the Court.

### **Section 6.2 Actions to Satisfy Closing Conditions**

- (1) Each Vendor agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.3.
- (2) The Purchaser agrees to take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.2 and Section 7.3.

### **Section 6.3 Access Rights**

Upon reasonable prior notice by the Purchaser to the Vendors and at any time prior to the Closing Date, the Purchaser may have reasonable access to the Purchased Assets and Employees during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a representative of the Vendors, if so required at the discretion of the Vendors. The Purchaser agrees to indemnify and save the Vendors and its Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser, its employees or agents at properties comprising part of the Purchased Assets or at

which any of the Purchased Assets are situate. For greater certainty, other than a breach or violation of this Agreement by any Vendor, the Vendors shall not be responsible to indemnify and save the Purchaser harmless from or against the findings of the Purchaser's inspection.

#### **Section 6.4 Regulatory Approvals**

- (1) From the date hereof until the earlier of (i) the date all Required Approvals have been obtained and (ii) the date that is six months after the date hereof, each Vendor shall cooperate with the Purchaser and use commercially reasonable efforts to render all necessary and reasonable assistance required by the Purchaser in connection with any application, notification or filing of the Purchaser in connection with the Transaction or for the purposes of obtaining any Required Approval, or any registration or certification of the Canadian Radio-television and Telecommunications Commission required to allow the Purchaser to continue to provide services to the acquired customers on substantially the same terms as they were provided by the Vendors prior to Closing. In addition, without limiting the foregoing, prior to the Closing the Vendors shall use commercially reasonable efforts to obtain a comfort letter or other communication from the Canadian Radio-television and Telecommunications Commission as to whether the Purchaser may use, on an interim basis, Primus Telecommunications Canada Inc.'s status as a "Competitive Local Exchange Carrier", until the Purchaser obtains such status after Closing.
- (2) The Purchaser shall cooperate with the Vendors and use commercially reasonable efforts to render all necessary and reasonable assistance required by the Vendors in connection with any application, notification or filing of the Purchaser in connection with the Transaction or for the purposes of obtaining any Required Approval, including any necessary authorizations to make any necessary filings with the FCC or any State PUC, or any registration or certification of the Canadian Radio-television and Telecommunications Commission required to allow the Purchaser to continue to provide services to the acquired customers on substantially the same terms as they were provided by the Vendors prior to the Closing. The Purchaser's obligations under this Section 6.4(1) shall survive the Closing.
- (3) The Purchaser shall use its commercially reasonable efforts to obtain, as quickly as possible after the date of this Agreement all Required Approvals from the FCC and each State PUC. Without limiting the generality of the foregoing, the Purchaser shall file its applications for the Required Approvals from the FCC and from the State PUCs for California, Florida, New York and Texas within 14 days after the date of the Initial Order and shall file its applications for the Required Approvals from rest of the State PUCs within 30 days after the date of the Initial Order.
- (4) The Purchaser shall use its commercially reasonable efforts to obtain, as quickly as possible following the date of this Agreement, "Competitive Local Exchange Carrier" status from the Canadian Radio-television and Telecommunications Commission. The Purchaser's obligations under this Section 6.4(2) shall survive the Closing. Without

limiting the generality of the foregoing, the Purchaser shall file its application for such status within 14 days after the date of the Initial Order.

### **Section 6.5 CCAA**

- (1) As promptly as practicable after execution of this Agreement, the Vendors shall: (i) file motions for the issuances of the Initial CCAA Order, the Approval and Vesting Order and the Assignment Orders, respectively; and (ii) serve such parties as the Court requires for the motion seeking the issuance of the Approval and Vesting Order and the Assignment Orders, and will consult with the Purchaser regarding the parties to be so served.
- (2) The Vendors shall ensure that all motion materials and form of Approval and Vesting Order and for of Assignment Orders are provided sufficiently in advance to the Purchaser for review and comment.
- (3) In the event that the Court orders that a post-filing sale process be conducted by the Vendors, subject to the Purchaser's termination right pursuant to Section 8.6, in the event that the Purchaser in its sole discretion is willing to do so, the Vender agree that this Agreement shall serve as the stalking horse offer for any such sale process, pursuant to sales procedures in form and substance acceptable to the Purchaser acting reasonably, including with respect to customary stalking horse protections for the Purchaser (including, without limitation, a 3% break-up fee to be paid to the Purchaser solely from the proceeds of any overbid).

### **Section 6.6 Confidentiality**

In addition to the obligations under the non-disclosure agreement between the Vendors and the Purchaser dated September 15, 2015, as amended, the Parties shall keep confidential and shall not disclose to any other Person the existence or terms of this Agreement except with the prior written consent of the other Party, not to be unreasonably withheld, provided that the Vendors may disclose this Agreement to the Court, and to its secured lenders, and as otherwise may be required under the CCAA, in connection with filing and obtaining the Approval and Vesting Order or the Assignment Order, as may be required by the U.S. Court in connection with the chapter 15 Proceedings, as required by the FCC or any State PUC in connection with any Required Approval or as otherwise may be required by the Court or the U.S. Court. Until the Initial Order has been granted, the Purchaser shall not, directly or indirectly, solicit, correspond with or otherwise communicate with any party to any Assumed Contract (other than the Vendors) without the prior written consent of the Vendors in respect of any issues relating to the Vendors, the Purchased Assets or any of the transactions contemplated by this Agreement. After the Initial Order has been granted, the Purchaser may communicate with any party to any Assumed Contract (other than the Vendor) in accordance with Section 2.3(3).

### **Section 6.7 Customer Notices**

Each Vendor will work together with Purchaser to send a joint letter to all customers affected by the Transaction at or before Closing, the costs and expenses of which shall be shared equally by the Vendors, on the one hand, and Purchaser, on the other hand.

### **Section 6.8 Data Migration**

Each Vendor shall use commercially reasonable efforts to cooperate with Purchaser to migrate all data related to the Purchased Assets into the Purchaser's BSS and OSS systems, to Purchaser's satisfaction, such that such data is migrated upon the Closing.

### **Section 6.9 Redesignation**

Each Vendor will use commercially reasonable efforts to work together with Purchaser to redesignate or transfer to the extent applicable and only with respect to the Business pertaining to U.S. and Puerto Rico customers, such Vendor's customers and network services to contracts of Purchaser such that such customers and network services, to the extent applicable, are redesignated upon the Closing.

## **ARTICLE 7 CONDITIONS PRECEDENT**

### **Section 7.1 Conditions Precedent in favour of the Purchaser**

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
  - (a) all representations and warranties of the Vendors contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Vendors shall have performed, in all material respects, each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.3;
  - (c) the Purchaser shall have received at or before the Closing Time duly executed copies of the documents listed in Section 8.3;
  - (d) the Vendors shall, as of the Closing Time, have given those notices or obtain those consents, approvals or waivers required for the assignment of the Essential Contracts or such Essential Contracts shall have been assigned pursuant to the Approval and Vesting Order or an Assignment Order subject to the payment of Cure Costs by the Purchaser and the Vendors shall not be in breach should the Purchaser fail to pay such Cure Costs;

- (e) all stays of proceedings contained in the Initial Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not prejudicial to the Purchaser or which does not adversely affect the Purchaser's rights under this Agreement or the Purchased Assets and the Initial Order has not been amended or modified in any manner prejudicial to the Purchaser as at the Closing Time;
  - (f) the Purchaser shall have received, at or before the Closing Time duly executed copies of the documents listed in Section 8.3;
  - (g) the Purchaser shall have obtained "**Competitive Local Exchange Carrier**" status with the Canadian Radio-television and Telecommunications Commission in those exchanges where Primus Telecommunications Canada Inc. has such status, or the Canadian Radio-television and Telecommunications Commission shall have provided to the Purchaser a comfort letter or other written communication prior to Closing confirming the Purchaser may, without any material condition or restriction, use, on an interim basis, Primus Telecommunications Canada Inc.'s status in those exchanges as a "**Competitive Local Exchange Carrier**" in the Purchaser's operation of the Business until the Purchaser obtains such status after Closing (in which case the Parties hereto shall amend the form of the Management Agreement such that it provides for such a license to the Purchaser in form and substance acceptable to the Parties, acting reasonably); and
  - (h) the Purchaser shall have obtained all Required Approvals required by a Governmental Authority in Canada or any province or territory thereof, other than as contemplated by Section 7.1(1)(g), which the Purchaser has advised the Vendors of in writing (which notice shall be provided by the Purchaser as soon as possible after the date of this Agreement); provided that this condition (h) shall be deemed to have been waived at the close of business on January 29, 2016 other than for Required Approvals for which notice has been received as above by the Purchaser by the close of business on January 29, 2016.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in Section 7.1(1) may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. The Purchaser may elect on written notice to the Vendors to terminate this Agreement at any time after 5:00 p.m. eastern time on the Outside Date if any condition in Section 7.1(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Purchaser.

## **Section 7.2 Conditions Precedent in favour of the Vendors**

- (1) The obligation of the Vendors to complete the Transaction is subject to the following conditions being fulfilled or performed:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
  - (b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 8.2; and
  - (c) the Vendors shall have received at or before the Closing Time duly executed copies of the documents listed in Section 8.2.
- (2) The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in Section 7.2(1) may be waived by the Vendors, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. The Vendors may elect on written notice to the Purchaser to terminate this Agreement at any time after 5:00 p.m. eastern time on the Outside Date if any condition in Section 7.2(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Vendors and the Monitor.

**Section 7.3 Conditions Precedent in favour of both the Purchaser and the Vendor**

- (1) The obligations of the Vendors and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:
- (a) the Approval and Vesting Order shall have been obtained and is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
  - (b) the U.S. Recognition Order shall have been obtained and is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
  - (c) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction;
  - (d) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (2) The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendors and the Purchaser. Either Party may elect on written notice to the other of them and the Monitor to terminate this Agreement at any time after 5:00 p.m. eastern

time on the Outside Date if any condition in Section 7.3(1) is not satisfied as at such time (other than a condition which, by its nature, can only be satisfied at Closing) and satisfaction of such condition has not been waived by both Parties.

## **ARTICLE 8 CLOSING**

### **Section 8.1 Closing**

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the offices of Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, or as otherwise determined by mutual agreement of the Parties in writing and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time and, in any event, prior to the Outside Date.

### **Section 8.2 Purchaser's Deliveries on Closing**

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Vendors the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

- (a) the Closing Cash Payment in accordance with Section 3.2(b);
- (b) payment of Transfer Taxes required by Applicable Law to be collected by any Vendors;
- (c) the election(s) referred to in Section 3.5 and Section 3.6(c) executed by the Purchaser;
- (d) evidence of payment of all Cure Costs;
- (e) a written direction to the Escrow Agent instructing the Escrow Agent to release Deposit to the Vendors in accordance with the Escrow Agreement;
- (f) an assumption agreement evidencing the assumption by the Purchaser of the Assumed Obligations (other than in respect of Assumed Contracts);
- (g) an assignment and assumption agreement evidencing the assignment to the Purchaser, and assumption by the Purchaser, of Assumed Obligations with respect to (i) all Assumed Contracts which are not Consent Required Contracts and (ii) all Consent Required Contracts for which any required consent, approval or waiver to the assignment, or Assignment Orders, thereof has been obtained;
- (h) an assignment agreement evidencing the assumption by the Purchaser of all Purchased Intellectual Property;
- (i) the Management Agreement;

- (j) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (k) such further and other documentation as is referred to in this Agreement or as the Vendors may reasonably require to give effect to this Agreement.

### **Section 8.3 Vendors' Deliveries on Closing**

At or before the Closing Time, the Vendors shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a copy of the Approval and Vesting Order that has been issued and entered, is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
- (c) a copy of the U.S. Recognition Order has been issued and entered, is final and shall not have been stayed or varied in a manner prejudicial to the Purchaser, or vacated or appealed, unless the Purchaser has provided written consent that Closing occur despite such appeal;
- (d) a written direction to the Escrow Agent instructing the Escrow Agent to release Deposit to the Vendors in accordance with the Escrow Agreement;
- (e) an assignment and assumption agreement evidencing the assignment to the Purchaser, and assumption by the Purchaser, of (i) all Assumed Contracts which are not Consent Required Contracts and (ii) all Consent Required Contracts for which any required consent, approval or waiver to the assignment, or Assignment Orders, thereof has been obtained;
- (f) an assignment agreement evidencing the assumption by the Purchaser of all Purchased Intellectual Property;
- (g) a true and complete copy of all Assignment Orders, if any, entered by the Court and, if applicable, the U.S. Court;
- (h) a certificate dated as of the Closing Date confirming that all of the representations and warranties of each Vendor contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as



though made at and as of the Closing Time, and that each Vendor has performed in all material respects the covenants to be performed by them prior to the Closing Time;

- (i) the election(s) referred to in Section 3.5 and Section 3.6(c) executed by the applicable Vendor;
- (j) the executed Monitor's Certificate;
- (k) the Management Agreement;
- (l) such other necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary to transfer the Purchased Assets to the Purchaser; and
- (m) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

#### **Section 8.4 Possession of Assets**

- (1) On Closing, the Purchaser shall take possession of the Purchased Assets where situate at Closing. The Purchaser acknowledges that the Vendors have no obligation to deliver physical possession of the Purchased Assets to the Purchaser. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 8.2. The Purchaser shall promptly notify the Vendors of any Excluded Assets which may come into the possession or control of the Purchaser, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Vendors, or to such other Person as the Vendors may direct in writing and, for greater certainty, title shall not be deemed to vest to the Purchaser in respect of any Excluded Assets.
- (2) The Purchased Assets shall be and remain until Closing at the risk of the Vendors. In the event of material damage by fire or other hazard to the Purchased Assets or any material part thereof occurring before the Closing Date, the Vendors shall immediately advise the Purchaser thereof by notice in writing. Notwithstanding the occurrence of any of the foregoing, the Purchaser shall complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price and the proceeds of any insurance available or actually paid or payable to the Vendors, to a maximum of that portion of the Purchase Price allocated in Schedule F for the Purchased Assets which are so damaged, shall be paid or assigned, as the case may be, to the Purchaser.

## **Section 8.5 Dispute Resolution**

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

## **Section 8.6 Termination**

- (1) This Agreement shall automatically terminate at any time prior to the Closing Time by mutual written agreement of the Vendors and the Purchaser and on consent of the Monitor.
- (2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:
  - (a) a condition precedent in favour of a Party has not been satisfied or waived by such Party pursuant to and in accordance with Article 7 and such Party otherwise entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Article 7 (provided that the terminating Party has not failed to satisfy a closing condition under or otherwise breached this Agreement);
  - (b) by the Purchaser if the Court orders a post-filing sale process and the Purchaser, in its sole and absolute discretion, elects not to have this Agreement serve as the stalking horse offer for such sale process;
  - (c) Closing shall not have occurred on or prior to the Outside Date in accordance with Section 7.3 and any of the Parties shall have delivered written notice of termination to the other Parties terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement);
  - (d) by the Vendors upon notice to the Purchaser if a material breach by the Purchaser of its obligations under this Agreement has occurred (including without limitation any action or inaction by Purchaser contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to closing in favour of Vendors) and Purchaser has failed to cure such breach within 20 days after receipt of written notice thereof; or
  - (e) by the Purchaser upon notice to the Vendors if a material breach by a Vendor of its obligations under this Agreement has occurred (including without limitation any action or inaction by a Vendor contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to closing in favour of Purchaser) and any of the Vendors has failed to cure such breach within 20 days after receipt of written notice thereof.

### **Section 8.7 Effects of Termination and Closing**

- (1) If this Agreement is terminated pursuant to Section 8.6, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of: (i) Section 3.3 (Deposit); and (ii) this Section 8.7 (Effects of Termination and Closing), each of which will survive termination.
- (2) If this Agreement is terminated by the Vendors pursuant Section 8.6(2)(d), then the Deposit shall be forfeited to the Vendors in accordance with Section 3.3 (Deposit), as liquidated damages, and not as penalty, and the Vendors shall have no other rights and remedies against the Purchaser available at law or in equity.
- (3) Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

## **ARTICLE 9 GENERAL**

### **Section 9.1 Access to Books and Records**

- (1) For a period of three years from the Closing Date or for such longer period as may be reasonably required for the Vendors to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement and subject to Section 9.1(2), the Vendors (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendors, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.
- (2) If the Vendors or its Affiliates are engaged in any business that competes, directly or indirectly, with the business carried on by Purchaser, then the Purchaser shall only be required to provide the right to inspect as contemplated in Section 9.1(1) to the Vendors if the sole purpose is of evaluating or preparing any of its tax returns, the sale of the remaining assets of the Vendors, in respect of any third party claim against such Person or in connection with any bankruptcy and insolvency proceeding. For greater certainty, the right of the Monitor, any former director or officer or any trustee in bankruptcy of the estate of the Vendors to inspect Books and Records and make copies thereof shall not be restricted under this Section 9.1(2).

**Section 9.2 Notice**

(1) Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

(a) in the case of the Purchaser, as follows:

Birch Communications, Inc.  
3060 Peachtree Road, NW  
Suite 1065  
Atlanta, Georgia 30305  
Attn: Vincent M. Oddo  
Email: vincent.oddo@Birch.com

with a copy to:

Jones Day  
1420 Peachtree Street, NE  
Suite 800  
Atlanta, Georgia 30309  
Attn: William B. Rowland  
Email: wbrowland@jonesday.com

(b) in the case of any Vendor, as follows:

c/o FTI Consulting Canada Inc.  
TD South Tower.  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
Toronto, ON M5K 1G8

Attention: Nigel Meakin

Email: nigel.meakin@fticonsulting.com

with a copy to:

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

**Attention:** Samantha Horn

Email: sghorn@stikeman.com

- (c) in each case, with a further copy to the Monitor, as follows:

FTI Consulting Canada Inc.  
TD South Tower  
79 Wellington Street West  
Toronto Dominion Centre, Suite 2010  
Toronto, ON M5K 1G8

**Attention:** Nigel Meakin  
Email: nigel.meakin@fticonsulting.com

with a copy to:

Blake, Cassels & Graydon LLP  
Suite 4000, Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9

**Attention:** Linc Rogers  
Email: linc.rogers@blakes.com

- (2) Any such notice or other communication, if given by personal delivery or by courier, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.
- (3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

### **Section 9.3 Time**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendors and the Purchaser.

### **Section 9.4 Survival**

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

## **Section 9.5 Announcements**

No press release, public statement or announcement or other public disclosure (a “**Public Statement**”) with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to the Initial Order having been granted except with the prior written consent and joint approval of the Vendors and the Purchaser with a copy of such Public Statement being provided to the Monitor in advance.

## **Section 9.6 Personal Information**

Purchaser hereby acknowledges that it is aware, and that it will advise its Representatives, that privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), applies to certain information that may be disclosed to the Purchaser and its Representatives pursuant to this Agreement and/or the Transaction. The Purchaser agrees to comply, and cause its Representatives to comply, with such privacy legislation in connection with any such information disclosed to it or any of them. To the extent that any personally identifiable information of any customers is transferred from a Vendor to the Purchaser prior to the filing of the Initial Order, the Purchaser agrees to abide by the Vendors’ privacy policy with respect to such personally identifiable information.

## **Section 9.7 Benefit of Agreement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as otherwise provided in Section 3.6(b), Section 6.3 and Section 9.11, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns, and, except for the Indemnified Parties, no Person other than the Parties and their successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Vendors acknowledge to each of the Purchaser’s Indemnified Parties their direct rights against it under Section 9.11 of this Agreement and the Purchaser acknowledges to each of the Vendors’ Indemnified Parties their direct rights against it under Section 3.6(b), Section 6.3 and Section 9.11 of this Agreement. To the extent required by law to give full effect to these direct rights, the Vendors and the Purchaser each agree and acknowledge that it is acting as agent and/or as trustee of its Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person, including any Indemnified Party.

## **Section 9.8 Entire Agreement**

This Agreement, the attached Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

### **Section 9.9 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

### **Section 9.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

### **Section 9.11 Commission**

The Purchaser agrees to indemnify each Vendor and its Representatives against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction and the Vendors shall indemnify the Purchaser and its Representatives for any third party or agent or broker fees or other commissions payable by the Vendors on the Purchase Price or otherwise in connection with the Transaction.

### **Section 9.12 Assignment by Purchaser**

This Agreement may not be assigned by the Purchaser without the prior written consent of the Vendors, which consent may be withheld in the Vendors' sole and absolute discretion; provided, however that the Purchaser shall be permitted to assign the benefit of all or a portion of this Agreement prior to the issuance of the Approval and Vesting Order to an Affiliate thereof in circumstances where (i) prior notice of such assignment is provided to the Vendors, (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment, and (iii) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendors and the Purchaser shall acknowledge and confirm their continuing obligations and liabilities in favour of the Vendors in form and substance satisfactory to the Vendors; for greater certainty, the Purchaser shall be permitted to assign the right to buy all or a portion of the Purchased Assets to one or more Affiliates and such assignment shall be permitted so long as the requirements of this Section 9.12 are complied with. The Parties acknowledge and agree that a Canadian Affiliate of Purchaser will acquire all of the Purchased Assets located in Canada or used in carrying out the Business in Canada. This Agreement may not be assigned by the Vendors without the consent of the Purchaser.

### **Section 9.13 Further Assurances**

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

#### **Section 9.14 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

#### **Section 9.15 Severability**

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein, other than those contained in Section 3.1, Section 3.6 or Article 8, is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

#### **Section 9.16 Monitor's Certificate**

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no liability to the Parties in connection therewith. The Parties further acknowledge and agree that (i) upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived (other than the payments contemplated in Section 3.2 and the delivery of the executed Monitor's Certificate), the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation of receipt of the payments contemplated in Section 3.2 to be delivered to it, and (ii) upon the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

#### **Section 9.17 Monitor's Capacity**

The Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever as Monitor.


**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

**BIRCH COMMUNICATIONS, INC.**

By:   
Name: Vincent M. Oddo  
Title: President & CEO

VENDORS:

**PRIMUS TELECOMMUNICATIONS  
CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PRIMUS TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LINGO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement.

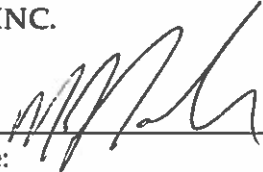
PURCHASER:

**BIRCH COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

VENDORS:

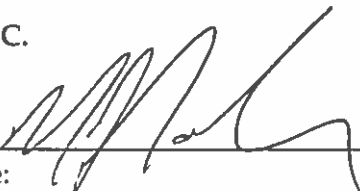
**PRIMUS TELECOMMUNICATIONS  
CANADA INC.**

By:  \_\_\_\_\_  
Name:  
Title:

**PRIMUS TELECOMMUNICATIONS, INC.**

By:  \_\_\_\_\_  
Name:  
Title:

**LINGO, INC.**

By:  \_\_\_\_\_  
Name:  
Title:

## **Schedule A – Purchased Assets**

- (1) all movable property, leasehold improvements and equipment, furniture, fixtures, computer hardware network equipment, inventory and other fixed assets (excluding those that are subject to capital leases that are not Assumed Contracts);
- (2) all Books and Records;
- (3) all inventory used in the carrying on of the Business, including all wireless phones and devices, modems, IAD's, VoIP phones and similar equipment located at customer premises or Vendor's facilities, and all other finished goods and goods in transit to be sold or leased to customers in the operation of the Business;
- (4) all vehicles owned or used in the operation of the Business;
- (5) all BSS and OSS systems and data related thereto;
- (6) the benefit of the Assumed Contracts;
- (7) all Accounts Receivable and Unbilled Revenue (including all checks and other forms of customer payments received by any Vendor following Closing);
- (8) all prepaid expenses to the extent necessary for the operation of the Business from and after the Closing;
- (9) all supplies owned and used in connection with the Business;
- (10) all Purchased Intellectual Property;
- (11) all customer and CABS accounts and the relationship associated therewith, including all contracts and other rights to provide telecom services to such customers, customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;
- (12) all government licenses, approvals, permits or similar used in connection with the Business, to the extent transferable;
- (13) all goodwill associated with the Business or the Purchased Assets, including the right to carry on the Business;
- (14) all rights, claims, credits, causes of action or rights of set off against third parties relating to the Purchased Assets, including rights under vendors' and manufacturers' warranties, indemnities and guarantees;
- (15) for greater clarity, all assets of Primus Telecommunications, Inc. and Lingo, Inc.; and
- (16) Any assignable or transferrable license, permit, or other authorization issued by the FCC or a State PUC and necessary for the Purchaser to operate the Business after Closing.

## Schedule B – Essential Contracts

In addition to the contracts listed below, “Essential Contracts” includes 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.

Ref.	Location/ Vender	Description
<b>Office Leases</b>		
5.3.1.3.3	Vancouver	Vancouver 555 W Hastings - Renewal Offer August 2012 - May 1, 2012 to Dec 31, 2017
5.3.1.4.1	151 Front	151 Front Street - Lease Amending Agreement - Sept 14, 2014 to Aug 31, 2019
5.3.1.8	New York	Primus Canada 60Hudson
5.3.1.1.2	Edmunston	Edmundston Lease Renewal Letter and Fully Executed Lease (Apr 1/14to Mar 31/17)
<b>Carrier Contracts</b>		
<b>Allstream</b>		
5.3.2.1.1	Allstream	Allstream Capacity IRU 2000
5.3.2.1.2	Allstream	Allstream Capacity IRU Addendum 2013
5.3.2.1.3	Allstream	Allstream LOI Memo 2012
5.3.2.1.8	Allstream	Allstream 2 5G SWON ring
5.3.2.10.11	Allstream	Allstream Primus Executed Outbound SIP Contracts
5.3.2.10.12	Allstream	Inbound SIP - 201504
5.3.7.1.2	Allstream	MWA Addendum_Hash_1 Oct2004
5.3.7.1.3	Allstream	MWA Addendum_Hash_2 July2006
5.3.7.1.4	Allstream	MWA Addendum_Hash_3 Oct2007
5.3.7.1.5	Allstream	MWA Addendum_Hash_4 Oct2009
5.3.7.1.6	Allstream	Original MWA 2001
5.3.7.1.7	Allstream	Sch5 International LD 200701
5.3.7.3	Allstream	TPO Quote - Primus - 205 5 Ave SW new 503K cage (v2 120601).xls
	Allstream	Master Agreement for CLEC-IXC Interconnection
	Allstream	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_MTS Allstream_070705
	Allstream	GCC - Master Agreement for Local Network Interconnection_Allstream_120403
<b>Bell</b>		
5.3.2.2.4	Bell Canada	2105 Ignite_Primus - Bell
5.3.2.2.5	Bell Canada	Bell 2.5G Toronto - Windsor 20111202_executed

5.3.2.2.6	Bell Canada	Bell 10Gs Toronto-NYC
5.3.2.2.7	Bell Canada	Bell DS1 Toronto-Oakville for 911 20130228
5.3.2.2.8	Bell Canada	Bell DS3 Barrie 1-292430451-223 20111014 executed
5.3.2.2.9	Bell Canada	Bell EIP augments 20140905
5.3.2.2.10	Bell Canada	Bell FTTN resale - 2015 Ignite_Primus - Bell Signed
5.3.2.2.11	Bell Canada	Bell GigE ENNI Ottawa 20131106
5.3.2.2.12	Bell Canada	Bell GigE ENNI Toronto 20131106
5.3.2.2.13	Bell Canada	Bell GigE wave Dundas-Front 1-292430451-561
5.3.2.2.14	Bell Canada	Bell OC3 Pharmacy IntraExchange 20111024
5.3.2.2.17	Bell Canada	Bell Wholesale Digital Network Service FEB2013_executed Bell Wholesale Ethernet Connect Svc Schedule 10G AGAS TOR 1-4 201412
5.3.2.2.18	Bell Canada	
5.3.2.2.19	Bell Canada	Bell Wholesale GAS (IGNITE)
5.3.2.2.20	Bell Canada	GCC - Central Office License Agreement _Bell Canada_040805
5.3.2.2.21	Bell Canada	Primus - Net Gain Incentive Offer Letter - Feb 1st to Apr 30th
5.3.2.2.22	Bell Canada	Bell Altantic BWS Schedule Dec 18 2012
5.3.2.2.23	Bell Canada	Bell EIP augments - Phase 2
5.3.2.2.24	Bell Canada	Bell EIP augments - Phase 3
5.3.2.2.25	Bell Canada	Bell EIP augments 20140915
5.3.2.2.26	Bell Canada	Bell IP Relay and MRS svc MCAT124463-49_1_81028
5.3.2.10.1	Bell Canada	Primus - Net Gain Incentive Offer Letter - Feb 1st to Apr 30th
5.3.2.10.7	Bell Canada	1-334088971-13 BWS Maritimes 201504 exec
5.3.2.10.10	Bell Canada	2105 Ignite_Primus - Bell Signed
5.3.7.7	Bell Canada	2012-0259DC - Primus EIP Amendment 1 - Dec 19, 2012(executed) 2012-0259DC - Primus Settlement BWS (Maritimes) - 1-334088971- 11(executed)
5.3.7.8	Bell Canada	
5.3.7.9	Bell Canada	EIP 201109 executed
5.3.9.1	Bell Canada	Centrex Amendment_Hash_1
5.3.9.2	Bell Canada	PRIMUS-CENTREX LOC R2_signed
	Bell Canada	Master Agreement for CLEC-IXC Interconnection
	Bell Canada	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_Bell Canada_062202
	Bell Canada	CRTC_Primus Telecommunications Canada Inc_Bell Canada MRS Agreement_cvrltr_27Sep13
	Bell Canada	Primus and Bell_MRS and IP Relay Contract_7Apr11_CONFIDENTIAL
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C REVISED_Bell Canada_110804
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C_Bell Canada_010103
	Bell Canada	GCC - Master Agreement for Local Network Interconnection + Sched C_Bell Canada_010103 - SIGNED
	Bell Canada	Local PAM 1-292430451-192 Primus Allstream migration-resi
	Bell Canada	Local PAM 1-292430451-193 Primus Allstream migration commercial
	Bell Canada	Local WLSF MCAT 124463-35 PES Resi

Bell Canada	Local RCM 1-292430451-100
Bell Canada	Local RCM 1-292430451-101
Bell Canada	Local RCM 1-292430451-174
Bell Canada	Local Business 1-292430451-371

**Other Network Agreements**

5.3.2.4.1	Other Network Agreements	382 Dialer Services Addendum
5.3.2.4.2	Other Network Agreements	382 Terminations Agreement
5.3.2.4.3	Other Network Agreements	Cogeco 2.5G Toronto to Windsor 20120319
5.3.2.4.4	Other Network Agreements	Cogent IP Transit Toronto _And_ Vancouver 201402
5.3.2.4.5	Other Network Agreements	Cogent IP Transit Toronto
5.3.2.4.6	Other Network Agreements	Cogent Vancouver x-connect
5.3.2.4.7	Other Network Agreements	Data Access Solutions Reciprocal Service Agreement 20120604 exec
5.3.2.4.8	Other Network Agreements	Equinix 10G PAIX 20130913
5.3.2.4.9	Other Network Agreements	Equinix 60Hudson space_And_power
5.3.2.4.10	Other Network Agreements	Fibernetics MSA
5.3.2.4.11	Other Network Agreements	IDT Service Agreement
5.3.2.4.12	Other Network Agreements	Iristel Inbound (DIDs) agreement 201304
5.3.2.4.13	Other Network Agreements	Iristel N11 service 201501
5.3.2.4.14	Other Network Agreements	Iristel Telecommunicaton Svcs Agreement (Toll) 20150127
5.3.2.4.15	Other Network Agreements	Navigata Colocation Service Schedule_Power
5.3.2.4.16	Other Network Agreements	Navigata Master Telecom Svcs Agmt 201010
5.3.2.4.17	Other Network Agreements	Phonetime Agreement
5.3.2.4.19	Other Network Agreements	Smartbox LD Agreement 20120430
5.3.2.4.20	Other Network Agreements	Telehouse NYIX 10G 201303 exec
5.3.2.4.21	Other Network Agreements	Teliasonera Signed Agreement
5.3.2.4.22	Other Network	US Matrix Agreement

	Agreements	
	Other Network	
5.3.2.4.23	Agreements	Uniserve WSA 20131011
	Other Network	
5.3.2.4.24	Agreements	Verizon - Advanced Toll Free (ATF) Standard Rates (04.2014)_539947
	Other Network	
5.3.2.4.25	Agreements	Verizon - WTSA
	Other Network	
5.3.2.4.26	Agreements	Verizon - WTSA addendum 20140516
	Other Network	
5.3.2.4.27	Agreements	Verizon - WTSA attachment for ATF 20140516 executed
	Other Network	
5.3.2.4.28	Agreements	Videotron Local Resell Agmt 20111024
	Other Network	
5.3.2.4.29	Agreements	Videotron PRI St.Nicolas 20111028
	Other Network	
5.3.2.4.30	Agreements	Videotron PRI Victoriaville 20111024
	Other Network	Agreement for Membership with the Canadian Local Number
	Agreements	Portability Consortium
	Other Network	GCC - Interconnection Agreement for the Provision of 911 Service to a
	Agreements	CLEC_SaskTel_112006

### **Rogers**

5.3.2.5.1	Rogers	Rogers 10Gig TOM
5.3.2.5.2	Rogers	Rogers 10Mbps 8000 Jane - 151 Front
5.3.2.5.3	Rogers	Rogers DS3 Van-NewWest, Ham-St.Cath
5.3.2.5.4	Rogers	Rogers GigE NNI Toronto 20110915
5.3.2.5.5	Rogers	Rogers TPIA And CSG Agreement Executed
5.3.2.5.6	Rogers	Rogers TPIA 2nd GigE backhaul 201501
5.3.2.5.7	Rogers	Rogers TPIA 10Gig CNI
5.3.2.5.8	Rogers	Rogers TPIA Agreement Signed
5.3.2.5.9	Rogers	Rogers TPIA Application 201412 (2nd GigE)
5.3.2.5.10	Rogers	Rogers TPIA POI subsequent report 201412
5.3.2.5.11	Rogers	Cityfone Wireless - Primus Affinity April 2012
5.3.2.10.2	Rogers	Rogers IPVPN 1G EVPL Dundas-Front
5.3.2.10.3	Rogers	Rogers TPIA 10G wave to York Mills POI router 20150302
5.3.7.2	Rogers	Rogers TPIA _And_ CSG Agreement_executed
5.3.10.1	Rogers TSA	Transition Services Agreement -Rogers and Primus re Black Iron
5.3.10.3	Rogers TSA	Primus-Rogers TSA - Proposed Addendum draft 092915
		GCC - Master Agreement for Local Network
	Rogers	Interconnection_Rogers_021405

### **Shaw**

5.3.2.6.1	Shaw	Shaw 10G wave Toronto to Chicago 201412
5.3.2.6.2	Shaw	Shaw IP Transit 201402 exec

5.3.2.6.3	Shaw	Shaw Private Line (2.5G Sea-Van-Edm-Tor) 20120516. executed
5.3.2.6.4	Shaw	Shaw TPIA EVPL 201402
5.3.2.6.5	Shaw	Shaw Vancouver ENNI 201407
5.3.2.6.6	Shaw	Shaw Wholesale Cable Gateway Service
5.3.2.10.8	Shaw	10G wave Toronto to Chicago 201412 exec
5.3.7.10	Shaw	IP Peering upgrade to 10G 201303 exec
5.3.7.11	Shaw	Primus Telecommunications Canada Inc dated Nov 16 2001 MSA

**Telus**

5.3.2.7.1	Telus	TELUS 10G CES NNI 20141008
5.3.2.7.2	Telus	TELUS 10G CES NNI SLA 20140825
5.3.2.7.4	Telus	TELUS Ethernet Access Svc Agmt 20141008 (2nd 1G AGAS)
5.3.2.7.5	Telus	TELUS LBL Amendment 2014_executed
5.3.2.7.6	Telus	TELUS Local Centrex Amendment 2014_executed
5.3.2.7.7	Telus	TELUS NNI_2006
5.3.2.7.8	Telus	TELUS PRI Agreement 200304
5.3.2.10.5	Telus	WSA Amendment 8 (CES Phase3) executed- 20150806
5.3.2.10.6	Telus	WSA Amendment 9 - 20150619 executed
5.3.7.5	Telus	Vancouver NNI EAS 20141008 (2nd 1G AGAS).
	Telus	Master Agreement for CLEC-IXC Interconnection
	Telus	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_TELUS_04
	Telus	GCC - Interconnection Agreement for the Provision of 911 Service to a CLEC_TELUS_CVR_033104
	Telus	CRTC_Primus Telecommunications Canada Inc._TELUS MRS Agreement_cvrltr_27Sep13_CONFIDENTIAL
	Telus	Primus and TELUS_Definitive Agreement for Operator Services_1Nov05
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C App 4_TELUS_083004
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C App 5_TELUS_083004
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_Sched C Revised App 2_TELUS_121906
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_Original_TELUS_070104
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED LIR_Sched Cs_TELUS_070108
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED LIR_TELUS_070108
	Telus	GCC - Master Agreement for Local Network Interconnection + Sched C_REVISIED TRANSIT_TELUS_070108
	Telus	Primus SMALI Sched C.TELUS.201412051437.FINAL
	Telus	Special MALI Schedule C_Telus_12.5.2014
	Telus	Special MALI_Telus_12.5.2014



### **Contract Update From February to August 2015**

5.3.2.10.4	Iristel	Telecommunicaton Services Agreement (Toll) 20150127
5.3.2.10.9	Level 3	10M IPVPN Toronto to Carmel 20150326
5.3.2.10.13	Equinox	Lingo Chicago-IX 10G upgade
5.3.10.2	BID MSA	Blackiron Master Service Agreement_signed
5.3.10.4	PTCI MSA	PTCI Master Service Agreement_Final
	Northern	911 Agreement - February 2013
	Comtrust	LDDA - May 2005
	Excel Micro	Spam Filter June 2013
	Bell Canada	Unlimitel PRI # 261124987-3
	Neustar	MSA - October 22, 2009
	Premier Global	Conferencing - Amended September 2014
	Telus	DS1's to Rimouski & Ste Marie de Beauce November 2015

### **Network and Systems Agreements**

5.3.3.1	SmartRG	Primus On-Prem SW Support Renewal for 2016 for 100K Subscribers License Block Oct132015
5.3.3.2	SmartRG	SmartRG - Support Services for Onsite Deployment Agreement - Primus - 20151013
5.3.4.2		Signed Oracle Agreement - Feb 27 2015
5.6.1	Allot	Allot Communications Invoice for PTCI011504
5.6.9	Genband	2015-16 GENBANDCare Renewal Proposal OP-0064770-GBC-01 Primus Jun9_15
	Long View	Various hardware support agreements with Long View
	Telcordia	Telcordia TPM License fees
	Vertex	Vertex - tax modules update
	Cisco	Cisco Smartnet
	Smart RG	Smart RG support Agreement
	Ericson	Ericson Support Agreement
	Enghouse	Enghouse Networks -LCR
5.3.7.4	Cogent	Transit Toronto and Vancouver 201402
5.3.7.6	Cogent	2 x 10G Transit Toronto GCC - Agreement for the Provision of E911_Calgary AB_020805 GCC - Agreement for the Provision of E911_Edmonton AB_060607 GCC - Agreement for the Provision of E911_Edmonton AB_060607 - 2 GCC - Agreement for the Provision of E911_Edmonton AB_REVISION_081307 GCC - Agreement for the Provision of E911_Toronto_120202 CLNPC Shareholders Representative - Aug 2015 GCC - CLNPC - CLNPC-USA Amended and Restated May 27 2011 GCC - CLNPC - CLNPC-USA Amended and Restated May 27 2011_Instructions GCC - CNA+SAIC_Service User Agreement_091405

GCC - Membership Agreement\_CLNP\_080502  
GCC - Service User Agreement\_CNA + SAIC\_091405  
GCC - Shareholder Agreement\_CLNP Amended and Restated\_012006  
Primus Tel\_ASA Statement\_July 2015  
2015-11-18 - TekSavvy-Primus MALI - final  
2015-11-18 - TekSavvy-Primus MALI - signature pages - executed  
Beanfield MALI  
Beanfield MALI BPAGMALI291  
Beanfield MALI BPAGMALI291 - Signed GCC  
Beanfield MALI Pages signed  
Beanfield Sched C 20130221  
CDS and Globility MALI Pages\_ Cover Signature and Notices  
CDS-Globility - Schedule C - CONFIDENTIAL  
Fibernetics Primus MALI  
Fibernetics Primus Sched C  
Final Fido signed agreement  
Final Fido signed Schedule C.FINAL  
GCC - Cogeco Data - MALI - Signed  
GCC - Master Agreement for Local Network  
Interconnection\_Distributel\_061607  
GCC - Master Agreement for Local Network  
Interconnection\_Eastlink\_31Oct12  
GCC - Master Agreement for Local Network  
Interconnection\_Execulink\_071507  
GCC - Master Agreement for Local Network  
Interconnection\_FlexITY\_090308  
GCC - Master Agreement for Local Network  
Interconnection\_MSNI\_051710  
GCC - Master Service Agreement + Data Colocation Schedule -  
Navigate-Next Layer - 032907  
GCC - Master Service Agreement + Data Colocation Schedule - Renewal  
- Navigate-Next Layer - 070112  
GCC - Navigata\_Master Telecommunication Services  
Agreement\_Executed\_032907  
Kimcot-Primus Schedule C  
LES NET-PRIMUS-MALI-FINAL  
LES NET-PRIMUS-MALI-Schedule C-FINAL  
LES NET-PRIMUS-MALI-Schedule C-Signing  
LES NET-PRIMUS-MALI-Signing  
Primus - Seaside - schedule c  
Standard MALI\_Innsys MALI BPAGMALI30\_12.17.2014  
Standard MALI\_Innsys Sched C\_12.22.2014  
Final signed schedule C for Nor-Del Cablevision Limited  
Final signed schedule C from Câble-Axion Digitel inc

Final signed schedule C with Câble-Axion Digital inc  
 Final signed Schedule-C for O.N.Tel Inc  
 Final signed Schedule-C for Wightman Communications Ltd  
 Final signed SMALI for Nor-Del Cablevision Limited  
 Final signed SMALI for O.N.Tel Inc  
 Final signed SMALI for Wightman Communications Ltd  
 Final signed SMALI with Câble-Axion Digital inc  
 Primus SMALI .TELUS.201412051437.FINAL  
 Primus SMALI Sched C.ACCESSCOMMUN ICATIONS.FINAL  
 Primus SMALI Sched C.BRUCETELECOM.FINAL  
 Primus SMALI Sched C.CABLE-AXION.FINAL1doc  
 Primus SMALI Sched C.CABLE-AXION.FINAL2doc  
 Primus SMALI Sched C.DERYTELECOM.FINAL  
 Primus SMALI Sched C.GOSFIELD.FINAL.doc  
 Primus SMALI Sched C.GREATERSUDBURY.FINAL  
 Primus SMALI Sched C.HURON.FINAL.doc  
 Primus SMALI Sched C.NOR-DEL.FINAL  
 Primus SMALI Sched C.ONTERA.FINAL  
 Primus SMALI Sched C.ROXBOROUGH.FINAL  
 Primus SMALI Sched C.SHANNONVISION.FINAL.doc  
 Primus SMALI Sched C.SOGETEL.FINAL  
 Primus SMALI Sched C.TUCKERSMITH.FINAL.doc  
 Primus SMALI Sched C.WIGHTMAN.FINAL  
 SMALI - Xplornet - Schedule C- Primus  
 Special MALI - Primus

### US Co-Location Agreements

		Space _And_ power 900 N.Alameda, LA 1st cabinet LN04 renewal 20150326.pdf
6.2.1	Coresite	
6.2.2	Coresite	Space _And_ power 900 N.Alameda, LA 2nd cabinet 20130802.pdf
6.2.3	Coresite	Space _And_ power 900 N.Alameda, LA 2nd cabinet 20130802exec.pdf
6.2.4	Coresite	Space _And_ power 900 N.Alameda, LA 20130412.pdf
6.2.5	Equinix	Lingo 60Hudson colo lease
6.2.6	Equinix	Lingo Chicago colo lease
6.2.7	Equinix	Lingo master service agreement
6.2.8	Coresite	Nat'l MSA 20130416 (Alameda)
6.2.9	ICS-PTCI ICS and Newport Office	Carrier Services Agreement ICS-PTCI -
6.2.10	Center 1LP	Colocation Agreement - ICS New Jersey

### Network and IT Support Agreements

5.6.2	Allot	Allot Maintenance Agreement
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5.6.5	Meta	Metaswitch Support Service Level Agreement
5.6.7	Broadsoft	US BroadSoft License Agreements
5.6.10	ACME	Acme Oracle APKT-RN-24315-2
5.6.11	Allot	Allot Communications Hardware Warranty Certificate SGT1412000076
	Acme	Acme - Canada
	Acme	Acme – US
	Broadsoft	Broadsoft – Canada (C10746)
	Allot	Allot - Tera
	Allot	Allot - SigmaE, SPS/SPX, NX-STC, & SMP
	CDW	VMware vSphere 5 Standard for 1 processor x 4
	CDW	VMware vSphere 5 Standard for 1 processor x 8
	CTI Tech	CTI - Call Recording
	Dell	ADMINDB2
	Enghouse	
	Networks	Pulse Voice (LCR)
	Equinox	Protector 10.x Mtce Fee Monito up to 3.5 Million CDRs Per Day
	Ericsson	Primus Canada - Pricelist of Ericsson SSRs SWUS
	Five9	Agent Licenses
	FusionCharts	Add-On for PBS Charting in Admin3
	Interactive	
	Intelligence	Hosted ACD
	Longview	VMware vSphere 6 Standard for 1 processor x 16
	Longview	VMware vSphere 6 Standard for 1 processor x 14
	Longview	VMware vCenter Server6 Standard for vSphere 5 (Per Instance) x 1
	Longview	VMware vSphere 6 Standard for 1 processor x 2
	Metaswitch	Meta support
	Onx	Cisco Support, NEW-Q16034490
	Onx	Cisco Smartnet
	Onx	Vmware, 50 x Vsphere ( 3year enterprise license and support)
	Oracle (Pillar	
	Data Systems)	AXIOM 600
	Red Hat	Red Hat - A/C #1051751
	Sonus	Sonus (Performance Technologies, SS7 signaling)
	TeraSpan	TeraSpan Networks (Vancouver Fibre Ring)
	Zhone	Zhone (MALC, MXK, 1U, ETHX, ZNID, & ZMS)
	F5 Networks	F5 Service Agreement

**Other**

5.3.8	Rimhub	Rimhub
5.3.8.1	Rimhub	Rimhub Proposal_29Sep2012_PTGi_FINALrates.pdf
5.3.8.2	Rimhub	MSA RibHub PTCI Part 1.pdf
	Infosys	Letter of Engagement dated August 1, 2015

### Marketing Agreements

2.9.3		MDM Rate Schedule.xlsx
5.3.2.3.1	Costco	Costco Contract Apr 2015-16 renewal
5.3.2.3.2	Costco	KnewSalesGroupAgencyAgreementJan1515
5.3.2.8.1	Aeroplan	Primus - Aeroplan 2013-17 Renewal Amendment FINAL
5.3.2.9.1	LoyaltyOne	Primus_Air Miles Agreement - Primus Comments - July 13

### Consulting Agreements

5.7.1	Consultant	Mohammed Ikram_PSA
5.7.2	Consultant	MondaytoSunday Services India Private Inc_Raja Domalla_PSA
5.7.3	Consultant	Padmaja Challa_PSA
5.7.4	Consultant	Bhadkar Pandian PSA 2011
5.7.5	Consultant	Bhaskar Pandian Task Order
5.7.6	Consultant	Jain Abhishek_PSA
	Consultant	Nice Consulting
	Consultant	David Pigott
	Consultant	Benlin Xu
	Consultant	Laker You
	Consultant	Ted Taylor
	Consultant	Matthew Gamble
	Consultant	Ted Taylor
	Consultant	Dommala Rajavardhan

### Equipment Contracts

Onx	NetApp 2240s (Van)
Onx	DS22246 for Call Rec
Onx	NetApp 3140s (Old Tor)
Onx	NetApp 3210 (snapvault0-01)
Onx	NetApp 8020s (New Tor)
Onx	NetApp SW Support (FCP, iSCSI 8020A)
F5 Networks, Inc.	Service Agreement Acknowledgment (ID: 363746)

## **Schedule C – Other Assumed Contracts**

To be mutually agreed on.

### **Schedule D – Excluded Assets**

- (1) Any and all shares and other securities owned by any Vendor, including all shares of Primus Telecommunications, Inc. and Lingo, Inc. held by Primus Telecommunications Canada, Inc.
- (2) Any deposits paid or other security posted by Vendors or amounts set off or held back from the Vendors in respect of goods or services to be supplied after the CCAA Proceedings have commenced.

## Schedule E – Excluded Contracts

Ref.	Location/ Vender	Description
<b>Office Leases</b>		
5.3.1.2.2	Ottawa	31 Auriga Lease Dec 1, 2010 to Nov 30., 2020.pdf
5.3.1.5.3	Toronto	Amendment to Lease - July 25, 2013
5.3.1.5.4	Toronto	Primus Manulife Lease - 5343 Dundas
	Edmonton	Edmonton office lease
	Markham, Ontario	60 Renfrew Drive
	London, Ontario	1069 Wellington Road South
	Cedar Rapids, Iowa	Office lease for Suite 1, 805 Wright Brothers Blvd. SW Cedar Rapids, Iowa, 52404
	Coralville, Iowa	Office lease for 625 First Avenue, Coralville, Iowa
	Tampa, Florida	Office lease for Suite 220E, 3903 Northdale Boulevard, Tampa, Florida, 33624
<b>Carrier Contracts</b>		
5.3.2.2.1	Bell Canada	1-796366479(Primus-Loop Letter-Globility Gov_Hash_2011-0247DC)
5.3.2.2.2	Bell Canada	2012-0259DC - Primus Loops Amendment 1 - Dec 19, 2012(executed)
5.3.2.2.3	Bell Canada	2015 Bell Resolution of data spend agreement
5.3.2.2.16	Bell Canada	Bell ULLs - 1-796366479(Primus-Loop Letter-Globility Gov_Hash_2011-0247DC)
5.3.2.2.27	Bell Canada	Bell Local resale - Primus Amendment No 1 MCAT124463-35
5.3.2.2.28	Bell Canada	Amendment
		Primus Amendment No 1 MCAT124463-35 Amendment
<b>Other Network Agreements</b>		
	Other Network Agreements	Bell ULL Agreement 1-796366479
<b>Telus</b>		
5.3.2.7.3	Telus	TELUS Direct Connect LD Agmt (2014-10-23)
5.3.2.7.9	Telus	telus amendment #9 to wholesale services agreement -foreborne and tarriffed
5.3.2.7.10	Telus	Telus Wireline - Primus WSA (TELUS Redline) June 30 11
<b>Network and Systems Agreements</b>		
5.3.4.1	Microsoft	Microsoft Agreement
5.6.3	CA	CA Perpetual License Agreement
5.6.4	Interactive Intelligence	I3 Contract
5.6.6	OnX	OnX Support Agreement for various network components and VM



		Ware
5.6.8	Zhone	Zhone Service Guide
	Salesforce.com	Contract in place with Salesforce.com

**Other Contracts**

	Primus	All Executive employment contracts
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## **Schedule F – Purchase Price Allocation**

To be mutually agreed upon prior to Closing.

## Schedule G – Permitted Encumbrances

All Encumbrances relating to the registrations listed below and any registrations made in other jurisdictions in connection with the same Encumbrances to the extent any such Encumbrances relate to equipment that is leased pursuant to an Assumed Contract:

### CANADA

#### A. Ontario

File No. Registration No. Registration Period Expiry Date	Debtor Name	Secured Party (Creditor)	Collateral Classification	Other Changes
709482663 20150831140314627082 5 years August 31, 2020	Primus Telecommunications Canada Inc. Primus Canada Ltd. Primus Telecommunications Canada Inc	Xerox Canada Ltd	Equipment Other	
697522572 20140627141214621457 5 years June 27, 2019	Primus Telecommunications Canada Inc. Primus Canada Ltd.	Xerox Canada Ltd	Equipment Other	
683592579 20121214 1703 1462 2176 4 years December 14, 2016	Primus Telecommunications Canada Inc.	Gould Leasing Ltd.	Equipment	
681490494 20120917140214628536 4 years September 17, 2016	Primus Telecommunications Canada Inc. Primus Telecommunications	Xerox Canada Ltd	Equipment Other	
674093097 20111102170214626299 4 years November 2, 2015	Primus Telecommunications Canada Inc.	Xerox Canada Ltd	Equipment Other	
711845838 20151117 1350 1902 8220 5 years November 17, 2020	Primus Telecommunications Canada Inc.	Cicso Systems Capital Canada Co.	Equipment Accounts Other	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation,

			security, voice, video, collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the Secured Party to the Debtor, together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "Equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and right to payment and chattel paper arising out of all or any of the Equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceed of or relating to any of the foregoing.
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B. British Columbia

<b>Base Registration No. Control No. Registration Period Registration Date Expiry Date</b>	<b>Debtor Name</b>	<b>Secured Party (Creditor)</b>	<b>General Collateral Description</b>
812316I D3295665 5 years August 31, 2015 August 31, 2020	Primus Telecommunic-ations Canada Inc. Primus Telecommunications Canada Inc.	Xerox Canada Ltd	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
958440I D3445051 5 years November 17, 2015 November 17, 2020	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, services, other computer networking and telecommunications equipment (including, without limitation, security, voice, video, collaboration, wireless and ancillary equipment) and other goods (whether similar or dissimilar of the foregoing)) leased from time to time by the Secured Party to the Debtor,

			together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "Equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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C. Alberta

<b>Registration No. Expiry Date</b>	<b>Debtor</b>	<b>Secured Party</b>	<b>General Collateral Description</b>
12091718764 2012-Sep-17	Primus Telecommunications  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
15111720605 2015-Nov-17	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation, security, voice, video, collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the secured party to the debtor, together with, in each case, all present and future software and software license rights relating to any of the

			foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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D. New Brunswick

<b>Registration No. Expiry Date</b>	<b>Debtor</b>	<b>Secured Party</b>	<b>General Collateral Description</b>
24586547 2014-06-27	Primus Canada Ltd.  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
26345074 2015-08-31	Primus Canada Ltd.  Primus Telecommunic-ations Canada Inc.  Primus Telecommunications Canada Inc.	Xerox Canada Ltd.	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof.
26706424 2015-11-17	Primus Telecommunications Canada Inc.	Cisco Systems Capital Canada Co.	All present and future goods (including, without limitation, routers, router components, switches, servers, other computer networking and telecommunications equipment and other information technology and computer equipment (including, without limitation, security, voice, video,

			collaboration, conferencing, wireless and ancillary equipment) and other goods (whether similar or dissimilar to the foregoing)) leased from time to time by the secured party to the debtor, together with, in each case, all present and future software and software license rights relating to any of the foregoing, and all present and future substitutions, replacements, upgrades, repairs, parts and attachments, improvements and accessions thereto (collectively, the "equipment"), as well as, (1) all present and future insurance, warranty, rental and other claims and rights to payment and chattel paper arising out of all or any of the equipment, (2) all present and future books and records relating to all or any of the foregoing and (3) all proceeds of or relating to any of the foregoing.
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## Schedule H – Purchased Intellectual Property

### Patents and Patent Applications

Country	Patent Title	Patent No.	Issue Date	Filing Date	Assignee
Canada	Call Screening System and Method	2,597,377	Nov. 16, 2010	August 15, 2007	Primus Telecommunications Canada, Inc.

Country	Patent Title	Patent No.	Issue Date	Assignee	PCT Filing Date
U.S.	Call Screening System and Method	8,577,002	Nov. 5, 2013	Primus Telecommunications Canada, Inc.	August 13, 2008




### Trademarks (Canada)

No.	Trademark	Status	Owner Name
1.	BEX - BUSINESS ETHERNET XTENDED	Registered App 1518690 App 10-MAR-2011 Reg TMA873831 Reg 19-MAR-2014 19-MAR-2029	Primus Telecommunications Canada Inc.
2.	BPS	Registered App 1196778 App 19-NOV-2003 Reg TMA632560 Reg 10-FEB-2005 10-FEB-2020	Primus Telecommunications Canada Inc.
3.	BROADBAND PHONE SERVICE (BPS)	Registered App 1196294 App 14-NOV-2003 Reg TMA678143 Reg 05-DEC-2006 05-DEC-2021	Primus Telecommunications Canada Inc.
4.	BROADBAND VOICE SERVICE (BVS)	Registered App 1196296 App 14-NOV-2003 Reg TMA678144 Reg 05-DEC-2006 05-DEC-2021	Primus Telecommunications Canada Inc.
5.	BVS	Registered App 1196779 App 19-NOV-2003 Reg TMA632466 Reg 09-FEB-2005 09-FEB-2020	Primus Telecommunications Canada Inc.




No.	Trademark	Status	Owner Name
6.	CALL NORTH AMERICA	Registered <b>App</b> 715163 <b>App</b> 15-OCT-1992 <b>Reg</b> TMA430193 <b>Reg</b> 08-JUL-1994 08-JUL-2024	Primus Telecommunications Canada Inc.
7.	CALL25	Registered <b>App</b> 1233360 <b>App</b> 08-OCT-2004 <b>Reg</b> TMA644503 <b>Reg</b> 15-JUL-2005 15-JUL-2020	Primus Telecommunications Canada Inc.
8.	CLOSE CONNECTIONS	Registered <b>App</b> 725939 <b>App</b> 02-APR-1993 <b>Reg</b> TMA430020 <b>Reg</b> 01-JUL-1994 01-JUL-2024	Primus Telecommunications Canada Inc.
9.	COMPARE AND REWARD	Registered <b>App</b> 1157584 <b>App</b> 05-NOV-2002 <b>Reg</b> TMA603341 <b>Reg</b> 26-FEB-2004 26-FEB-2019	Primus Telecommunications Canada Inc.
10.	DATASAFE ADVANCED	Registered <b>App</b> 1217670 <b>App</b> 21-MAY-2004 <b>Reg</b> TMA771834 <b>Reg</b> 13-JUL-2010 13-JUL-2025	Primus Telecommunications Canada Inc.
11.	DATASAFE EXTRA SECURE	Registered <b>App</b> 1217678 <b>App</b> 21-MAY-2004 <b>Reg</b> TMA772550 <b>Reg</b> 21-JUL-2010 21-JUL-2025	Primus Telecommunications Canada Inc.
12.	DATASAFE SOLUTIONS	Registered <b>App</b> 1217679 <b>App</b> 21-MAY-2004 <b>Reg</b> TMA771636 <b>Reg</b> 12-JUL-2010 12-JUL-2025	Primus Telecommunications Canada Inc.
13.	DIME TIME	Registered <b>App</b> 866177 <b>App</b> 15-JAN-1998 <b>Reg</b> TMA510125 <b>Reg</b> 26-MAR-1999 26-MAR-2029	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
14.	EASYREACH COMMUNICATIONS	Registered <b>App</b> 843831 <b>App</b> 30-APR-1997 <b>Reg</b> TMA498070 <b>Reg</b> 30-JUL-1998 30-JUL-2028	Primus Telecommunications Canada Inc.
15.	ENTERPRISE DATASAFE	Registered <b>App</b> 1217677 <b>App</b> 21-MAY-2004 <b>Reg</b> TMA771757 <b>Reg</b> 13-JUL-2010 13-JUL-2025	Primus Telecommunications Canada Inc.
16.	ENTRE NOUS	Registered <b>App</b> 726790 <b>App</b> 15-APR-1993 <b>Reg</b> TMA436267 <b>Reg</b> 25-NOV-1994 25-NOV-2024	Primus Telecommunications Canada Inc.
17.	GLOBALSERVE	Registered <b>App</b> 798806 <b>App</b> 04-DEC-1995 <b>Reg</b> TMA468136 <b>Reg</b> 02-JAN-1997 02-JAN-2027	Primus Telecommunications Canada Inc.
18.	GO FOR MORE	Registered <b>App</b> 1245624 <b>App</b> 01-FEB-2005 <b>Reg</b> TMA658186 <b>Reg</b> 07-FEB-2006 07-FEB-2021	Primus Telecommunications Canada Inc.
19.	GUARDIEN TÉLÉMARKETING	Registered <b>App</b> 1361467 <b>App</b> 28-AUG-2007 <b>Reg</b> TMA749509 <b>Reg</b> 06-OCT-2009 06-OCT-2024	Primus Telecommunications Canada Inc.
20.	INTERNATIONAL SANS COMPROMIS	Registered <b>App</b> 1332066 <b>App</b> 19-JAN-2007 <b>Reg</b> TMA707426 <b>Reg</b> 14-FEB-2008 14-FEB-2023	Primus Telecommunications Canada Inc.
21.	IT'S YOUR CALL	Registered <b>App</b> 720540 <b>App</b> 13-JAN-1993 <b>Reg</b> TMA454966 <b>Reg</b> 08-MAR-1996 08-MAR-2026	Primus Telecommunications Canada Inc.


No.	Trademark	Status	Owner Name
22.	LINGO	Registered <b>App</b> 1225928 <b>App</b> 04-AUG-2004 <b>Reg</b> TMA836481 <b>Reg</b> 15-NOV-2012 15-NOV-2027	Primus Telecommunications Canada, Inc.
23.	LINGO & DESIGN 	Registered <b>App</b> 1228404 <b>App</b> 26-AUG-2004 <b>Reg</b> TMA777828 <b>Reg</b> 22-SEP-2010 22-SEP-2025	Primus Telecommunications Canada, Inc.
24.	LONDON TELECOM	Registered <b>App</b> 719836 <b>App</b> 04-JAN-1993 <b>Reg</b> TMA423877 <b>Reg</b> 25-FEB-1994 25-FEB-2024	Primus Telecommunications Canada Inc.
25.	LONDON TELECOM NETWORK	Registered <b>App</b> 719835 <b>App</b> 04-JAN-1993 <b>Reg</b> TMA423876 <b>Reg</b> 25-FEB-1994 25-FEB-2024	Primus Telecommunications Canada Inc.
26.	LONDON TELECOM NETWORK & DESIGN 	Registered <b>App</b> 789507 <b>App</b> 08-AUG-1995 <b>Reg</b> TMA465850 <b>Reg</b> 06-NOV-1996 06-NOV-2026	Primus Telecommunications Canada Inc.
27.	LONDON TELECOM NETWORK CANADA'S FLAT RATE LONG DISTANCE COMPANY & DESIGN 	Registered <b>App</b> 860690 <b>App</b> 05-NOV-1997 <b>Reg</b> TMA535474 <b>Reg</b> 23-OCT-2000 23-OCT-2030	Primus Telecommunications Canada Inc.
28.	MAGMA	Registered <b>App</b> 1329047 <b>App</b> 20-DEC-2006 <b>Reg</b> TMA733207 <b>Reg</b> 27-JAN-2009 27-JAN-2024	Primus Telecommunications Canada Inc.
29.	MAGMA & DESIGN 	Registered <b>App</b> 1329037 <b>App</b> 20-DEC-2006 <b>Reg</b> TMA733208 <b>Reg</b> 27-JAN-2009 27-JAN-2024	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
30.	MON PAYS	Registered <b>App</b> 839724 <b>App</b> 27-MAR-1997 <b>Reg</b> TMA492607 <b>Reg</b> 08-APR-1998 08-APR-2028	Primus Telecommunications Canada Inc.
31.	MORE \$15	Registered <b>App</b> 1308968 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693053 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
32.	MORE \$20	Registered <b>App</b> 1308964 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693052 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
33.	MORE \$25	Registered <b>App</b> 1308963 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693051 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
34.	MORE \$35	Registered <b>App</b> 1308961 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693050 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
35.	MORE ANYTIME	Registered <b>App</b> 1280917 <b>App</b> 25-NOV-2005 <b>Reg</b> TMA667323 <b>Reg</b> 11-JUL-2006 11-JUL-2021	Primus Telecommunications Canada Inc.
36.	MORE EVENINGS AND WEEKENDS	Registered <b>App</b> 1308959 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693480 <b>Reg</b> 03-AUG-2007 03-AUG-2022	Primus Telecommunications Canada Inc.
37.	MY COUNTRY	Registered <b>App</b> 839725 <b>App</b> 19-MAR-1997 <b>Reg</b> TMA501131 <b>Reg</b> 24-SEP-1998 24-SEP-2028	Primus Telecommunications Canada Inc.


No.	Trademark	Status	Owner Name
38.	MY TALKBROADBAND	Registered <b>App</b> 1247992 <b>App</b> 21-FEB-2005 <b>Reg</b> TMA654488 <b>Reg</b> 06-DEC-2005 06-DEC-2020	Primus Telecommunications Canada Inc.
39.	NOUS SOMMES TOUJOURS À L'ÉCOUTE	Registered <b>App</b> 807721 <b>App</b> 20-MAR-1996 <b>Reg</b> TMA490172 <b>Reg</b> 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.
40.	OBTENEZ-EN PLUS	Registered <b>App</b> 1332063 <b>App</b> 19-JAN-2007 <b>Reg</b> TMA706434 <b>Reg</b> 04-FEB-2008 04-FEB-2023	Primus Telecommunications Canada Inc.
41.	ONE & ALL	Registered <b>App</b> 766046 <b>App</b> 13-OCT-1994 <b>Reg</b> TMA447160 <b>Reg</b> 01-SEP-1995 01-SEP-2025	PRIMUS TELECOMMUNICATIONS CANADA, INC.
42.	PARLEZ HAUTE VITESSE	Registered <b>App</b> 1209715 <b>App</b> 15-MAR-2004 <b>Reg</b> TMA655193 <b>Reg</b> 15-DEC-2005 15-DEC-2020	Primus Telecommunications Canada Inc.
43.	PLUS! 15\$	Registered <b>App</b> 1308957 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA692862 <b>Reg</b> 27-JUL-2007 27-JUL-2022	Primus Telecommunications Canada Inc.
44.	PLUS! 20\$	Registered <b>App</b> 1308958 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693049 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
45.	PLUS! 25\$	Registered <b>App</b> 1308956 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693048 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
46.	PLUS! 35\$	Registered <b>App</b> 1308954 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA693047 <b>Reg</b> 31-JUL-2007 31-JUL-2022	Primus Telecommunications Canada Inc.
47.	PLUS! EN TOUT TEMPS	Registered <b>App</b> 1280918 <b>App</b> 25-NOV-2005 <b>Reg</b> TMA674864 <b>Reg</b> 13-OCT-2006 13-OCT-2021	Primus Telecommunications Canada Inc.
48.	PLUS! SOIR ET LE WEEKEND	Registered <b>App</b> 1308952 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA694494 <b>Reg</b> 22-AUG-2007 22-AUG-2022	Primus Telecommunications Canada Inc.
49.	PRIMUS	Registered <b>App</b> 1102123 <b>App</b> 07-MAY-2001 <b>Reg</b> TMA734586 <b>Reg</b> 17-FEB-2009 17-FEB-2024	Primus Telecommunications Canada, Inc.
50.	PRIMUS & DESIGN 	Registered <b>App</b> 1102122 <b>App</b> 07-MAY-2001 <b>Reg</b> TMA734585 <b>Reg</b> 17-FEB-2009 17-FEB-2024	Primus Telecommunications Canada, Inc.
51.	PRIMUS ANYTIME CONFERENCING SERVICES	Registered <b>App</b> 1179941 <b>App</b> 11-JUN-2003 <b>Reg</b> TMA717051 <b>Reg</b> 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
52.	PRIMUS ANYTIME PLUS CONFERENCING SERVICES	Registered <b>App</b> 1179938 <b>App</b> 11-JUN-2003 <b>Reg</b> TMA717052 <b>Reg</b> 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
53.	PRIMUS CONFERENCING SERVICES	Registered <b>App</b> 1179935 <b>App</b> 11-JUN-2003 <b>Reg</b> TMA717053 <b>Reg</b> 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.

No.	Trademark	Status	Owner Name
54.	PRIMUS E-CARE	Registered <b>App</b> 1196295 <b>App</b> 14-NOV-2003 <b>Reg</b> TMA717117 <b>Reg</b> 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
55.	PRIMUS Logo 	Searched (Pending) <b>App</b> 1715368 <b>App</b> 13-FEB-2015	PRIMUS TELECOMMUNICATIONS CANADA INC.
56.	PRIMUS METRO	Allowed (Pending) <b>App</b> 1510289 <b>App</b> 06-JAN-2011	Primus Telecommunications Canada, Inc.
57.	PRIMUS METRO FIBRE	Allowed (Pending) <b>App</b> 1510288 <b>App</b> 06-JAN-2011	Primus Telecommunications Canada, Inc.
58.	PRIMUS MORE SHARING	Registered <b>App</b> 1251950 <b>App</b> 24-MAR-2005 <b>Reg</b> TMA659883 <b>Reg</b> 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada, Inc.
59.	PRIMUS ONETIME CONFERENCING SERVICES	Registered <b>App</b> 1179942 <b>App</b> 11-JUN-2003 <b>Reg</b> TMA717050 <b>Reg</b> 20-JUN-2008 20-JUN-2023	Primus Telecommunications Canada, Inc.
60.	PRIMUS PARTAGE-PLUS	Registered <b>App</b> 1251951 <b>App</b> 24-MAR-2005 <b>Reg</b> TMA659890 <b>Reg</b> 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada, Inc.
61.	PRIMUS WEBWORKS	Registered <b>App</b> 1337368 <b>App</b> 28-FEB-2007 <b>Reg</b> TMA714060 <b>Reg</b> 09-MAY-2008 09-MAY-2023	Primus Telecommunications Canada, Inc.
62.	PRIMUS WIRELESS - LONG DISTANCE FOR LESS	Registered <b>App</b> 1308949 <b>App</b> 13-JUL-2006 <b>Reg</b> TMA796694 <b>Reg</b> 05-MAY-2011 05-MAY-2026	Primus Telecommunications Canada, Inc.

No.	Trademark	Status	Owner Name
63.	PRIMUSCLOUD	Registered <b>App</b> 1553512 <b>App</b> 23-NOV-2011 <b>Reg</b> TMA889158 <b>Reg</b> 31-OCT-2014 31-OCT-2029	Primus Telecommunications Canada, Inc.
64.	PTGI	Registered <b>App</b> 1534571 <b>App</b> 06-JUL-2011 <b>Reg</b> TMA878044 <b>Reg</b> 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.
65.	PTGI & Design 	Registered <b>App</b> 1534570 <b>App</b> 06-JUL-2011 <b>Reg</b> TMA878039 <b>Reg</b> 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.
66.	RAPIDRETRIEVE	Registered <b>App</b> 1461311 <b>App</b> 02-DEC-2009 <b>Reg</b> TMA779692 <b>Reg</b> 13-OCT-2010 13-OCT-2025	Primus Telecommunications Canada Inc.
67.	SERVICE ELECTRONIQUE PRIMUS	Registered <b>App</b> 1209720 <b>App</b> 15-MAR-2004 <b>Reg</b> TMA703132 <b>Reg</b> 14-DEC-2007 14-DEC-2022	Primus Telecommunications Canada, Inc.
68.	SERVICE ELECTRONIQUE WIN-TEL	Registered <b>App</b> 1209724 <b>App</b> 15-MAR-2004 <b>Reg</b> TMA642557 <b>Reg</b> 20-JUN-2005 20-JUN-2020	Primus Telecommunications Canada Inc.
69.	TALKBROADBAND	Registered <b>App</b> 1203001 <b>App</b> 08-JAN-2004 <b>Reg</b> TMA635039 <b>Reg</b> 11-MAR-2005 11-MAR-2020	Primus Telecommunications Canada Inc.
70.	TELE-FRIEND	Registered <b>App</b> 734181 <b>App</b> 03-AUG-1993 <b>Reg</b> TMA436619 <b>Reg</b> 02-DEC-1994 02-DEC-2024	Primus Telecommunications Canada Inc.



No.	Trademark	Status	Owner Name
71.	TELEMARKETING GUARD	Registered <b>App</b> 1361460 <b>App</b> 28-AUG-2007 <b>Reg</b> TMA749510 <b>Reg</b> 06-OCT-2009 06-OCT-2024	Primus Telecommunications Canada Inc.
72.	THE LONDON TELECOM GROUP & DESIGN  The London Telecom Group	Registered <b>App</b> 860691 <b>App</b> 05-NOV-1997 <b>Reg</b> TMA504990 <b>Reg</b> 03-DEC-1998 03-DEC-2028	Primus Telecommunications Canada Inc.
73.	TOUJOURS À L'ÉCOUTE	Registered <b>App</b> 807720 <b>App</b> 20-MAR-1996 <b>Reg</b> TMA490173 <b>Reg</b> 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.
74.	TRULY INTERNATIONAL	Registered <b>App</b> 1332067 <b>App</b> 19-JAN-2007 <b>Reg</b> TMA714001 <b>Reg</b> 09-MAY-2008 09-MAY-2023	Primus Telecommunications Canada Inc.
75.	TRULY UNLIMITED CANADA	Registered <b>App</b> 1251125 <b>App</b> 18-MAR-2005 <b>Reg</b> TMA659832 <b>Reg</b> 28-FEB-2006 28-FEB-2021	Primus Telecommunications Canada Inc.
76.	TRULY UNLIMITED NORTH AMERICA	Registered <b>App</b> 1251124 <b>App</b> 18-MAR-2005 <b>Reg</b> TMA659969 <b>Reg</b> 01-MAR-2006 01-MAR-2021	Primus Telecommunications Canada Inc.
77.	WEBWORKS	Registered <b>App</b> 1337367 <b>App</b> 28-FEB-2007 <b>Reg</b> TMA806594 <b>Reg</b> 13-SEP-2011 13-SEP-2026	Primus Telecommunications Canada, Inc.
78.	WIN-TEL	Registered <b>App</b> 1209722 <b>App</b> 15-MAR-2004 <b>Reg</b> TMA630061 <b>Reg</b> 12-JAN-2005 12-JAN-2020	Primus Telecommunications Canada Inc.

No.	Trademark	Status	Owner Name
79.	WIN-TEL E-CARE	Registered App 1209723 App 15-MAR-2004 Reg TMA691794 Reg 11-JUL-2007 11-JUL-2022	Primus Telecommunications Canada Inc.
80.	YOU TALK WE LISTEN	Registered App 801885 App 16-JAN-1996 Reg TMA490124 Reg 18-FEB-1998 18-FEB-2028	Primus Telecommunications Canada Inc.

### Trademarks (United States)

No.	Trademark	Status	Owner Name
1.	GLOBETALK  GLOBETALK	Registered App 78962106 App 28-AUG-2006 Reg 3342159 Reg 20-NOV-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
2.	LINGO 	Registered App 78977825 App 21-APR-2004 Reg 3218986 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
3.	LINGO  LINGO	Registered App 78977679 App 20-APR-2004 Reg 3218984 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
4.	LINGO GO TALK 	Registered App 85117662 App 27-AUG-2010 Reg 4058477 Reg 22-NOV-2011	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
5.	LINGO UNWIRED  LINGO UNWIRED	Registered App 77263081 App 23-AUG-2007 Reg 3525312 Reg 28-OCT-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
6.	LINGO WORLD MAX  Lingo World Max	Registered App 77849715 App 15-OCT-2009 Reg 3802557 Reg 15-JUN-2010	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

No.	Trademark	Status	Owner Name
7.	PRIMUS 	Pending Section 44(D) Intent to Use <b>App</b> 86542551 <b>App</b> 23-FEB-2015	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
8.	PRIMUS 	Renewed (Registered) <b>App</b> 76160682 <b>App</b> 07-NOV-2000 <b>Reg</b> 2679710 <b>Reg</b> 28-JAN-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
9.	PRIMUS 	Renewed (Registered) <b>App</b> 76160684 <b>App</b> 07-NOV-2000 <b>Reg</b> 2694591 <b>Reg</b> 11-MAR-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
10.	PRIMUS	Renewed (Registered) <b>App</b> 75171651 <b>App</b> 25-SEP-1996 <b>Reg</b> 2194625 <b>Reg</b> 13-OCT-1998	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
11.	PTGI 	Registered <b>App</b> 85173203 <b>App</b> 10-NOV-2010 <b>Reg</b> 4226291 <b>Reg</b> 16-OCT-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
12.	PTGI 	Registered <b>App</b> 85172714 <b>App</b> 09-NOV-2010 <b>Reg</b> 4195302 <b>Reg</b> 21-AUG-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
13.	PTGI ICS 	Published (Pending) Intent to Use <b>App</b> 85849981 <b>App</b> 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
14.	PTGI INTERNATIONAL CARRIER SERVICES PTGi International Carrier Services	Published (Pending) Intent to Use <b>App</b> 85849967 <b>App</b> 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
15.	TALK 365 	Registered <b>App</b> 77232455 <b>App</b> 18-JUL-2007 <b>Reg</b> 3401267 <b>Reg</b> 25-MAR-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

No.	Trademark	Status	Owner Name
16.	TELEGROUP	Renewed (Registered) App 74692511 App 23-JUN-1995 Reg 2048650 Reg 01-APR-1997	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

**PRIMUS TELECOMMUNICATIONS CANADA INC.  
INTERNATIONAL MARKS**

Country	Mark / Class	App. / Reg. No.	Status
AUSTRALIA	ARBINET-THEXCHANGE Class 36	843662	Registered July 24, 2000. Renewal due July 24, 2020.
AUSTRALIA	GLOBE-NET PRO Class 35 & 38	738221	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	GLOBE TALK PRO Class 35 & 38	738234	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	GROUPTALK Class 35 & 38	739738	Registered July 23, 1997. Renewal due July 23, 2017.
AUSTRALIA	INFINITY Class 35 & 38	845800	Registered Aug. 10, 2000. Renewal filed 4/22/2010. Next renewal due Aug. 10, 2020
AUSTRALIA	JET STREAM Class 38	815282	Registered Nov. 26, 1999. Renewal due Nov. 26, 2019.
AUSTRALIA	LINGOHEADS Class 42	1221930	Registered 1/30/2008. Renewal due Jan. 30, 2018.
AUSTRALIA	MPRIMUS Class 9, 16, 35, 38, 42	837877	Registered Jun. 5, 2000. Renewal filed 4/22/2010. Next renewal due June 5, 2020.
AUSTRALIA	PRIMETALK Class 9, 16, 35, 38	764067	Registered 6/5/1998. Renewal due June 5, 2018.
AUSTRALIA	PRIMUS Class 35, 38, 42	869202	Registered 3/14/2001. Renewed 3/3/2011. Renewal due March 14, 2021.
AUSTRALIA	PRIMUS Class 9, 16, 35, 38	725781	Registered Jan. 15, 1997. Renewal due Jan. 15, 2017.
AUSTRALIA	PRIMUS & Design Class 38, 42	870382	Registered 3/23/2001. Renewed 3/3/2011. Renewal due March 23, 2021.
AUSTRALIA	PRIMUS FORUM Class 35, 38	739736	Registered 7/23/1997. Renewal due July 23, 2017.
AUSTRALIA	PRIMUS TELECOM Class 35, 38	738232	Registered 7/2/1997. Renewal due July 2, 2017.
AUSTRALIA	PRIMUS TELECOMMUNICATIONS, INC. & Design Class 9, 16, 35, 38	725780	Registered Jan. 15, 1997. Renewal due Jan. 15, 2017.
AUSTRALIA	PUT A SMILE ON YOUR DIAL Class 9, 16, 35, 38, 42	838216	Registered June 7, 2000. Renewal filed 4/22/2010. Next renewal due June 7, 2020
AUSTRALIA	SPEEDWAY Class 38	850506	Registered Sep. 15, 2000. Renewal filed 4/22/2010. Next renewal due Sept. 15, 2020.
AUSTRALIA	TELEGROUP GLOBAL ACCESS Class 38	744934	Registered 9/26/1997. Renewal due Sept. 26, 2017.
AUSTRALIA	TELEGROUP INTELLIGENT GLOBAL NETWORK Class 38	744935	Registered 9/26/1997. Renewal due Sept. 26, 2017.
AUSTRALIA	THE MORE MOBILE	837878	Registered June 5, 2000. Renewal filed

Country	Mark / Class	App. / Reg. No.	Status
	MOBILE SERVICE Class 9, 16, 35, 38, 42		4/22/2010. Next renewal due June 5, 2020.
AUSTRALIA	THE SPEED YOU NEED Class 9, 16, 35, 38	836003	Registered May 23, 2000. Renewal filed 4/22/2010. Next renewal due May 23, 2020.
AUSTRIA	PRIMUS Class 38	202119	Registered Feb. 14, 2002. Renewal due Feb. 28, 2022. Renew & change name to Primus Telecommunications IHC, Inc. – per A. Mancuso’s email of 1/20/2012. Renewal filed 1/2012 – renewed thru 2/28/2022; name change filed 2/2012; granted 3/8/2012 per Austrian counsel.  Assignment to Primus Telecommunications Canada Inc. recorded in Austria IP Office 11/7/2013.
BENELUX	PRIMUS Class 38	200260	Registered June 19, 1998. Renewal due June 19, 2018.  Assignment to Primus Telecommunications Canada Inc. recorded at Benelux IP Registry 9/26/2013.
BENELUX	TELEGROUP SPECTRA Class 38	0627998	Registered April 8, 1998. Renewal due April 8, 2018.  Assignment to Primus Telecommunications Canada Inc. recorded at Benelux IP Registry 10/8/2013.
BRAZIL	PRIMUS Class 42	823886417	Registered Dec. 9, 2008. Renewal due 12/9/2018.
BRAZIL	PRIMUS & Design Class 38	823886654	Registered Dec. 9, 2008. Renewal due 12/9/2018.
BRAZIL	PRIMUS & Design Class 38	821737830	Filed Oct. 21, 1999. Registered 11/22/2011, renewal due 11/22/2021.
BRAZIL	PRIMUS & Design Class 42	823886670	Registered Dec. 9, 2008. Renewal due 12/9/2018.
DENMARK	PRIMUS Class 38	VR200200464	Registered Feb. 7, 2002. Renewed Feb. 2012. Registration expires Feb. 7, 2022.  Assignment to Primus Telecommunications Canada Inc. recorded at Denmark IP Office 8/22/2013.
EUROPEAN COMMUNITY	GLOBE-TALK Class 38	000570168	Registered Dec. 7, 1998. Renewal due Sep. 22, 2017.  Assignment filed 7/30/2013 to Primus Telecommunications Canada Inc. – recorded by OHIM on 7/30/2013 at File No. T 007665253.
EUROPEAN COMMUNITY	PRIMUS Classes 16 & 36	3920899	Registration expires June 30, 2014. Per Jill Schatz’ email of 6/20/2014, renew this mark. Renewal application filed 6/20/2014, granted 6/22/2014, <b>next renewal due 6/30/2024.</b>  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN	PTGi International Carrier	011578887	Application filed Feb. 15, 2013 based on U.S.

Country	Mark / Class	App. / Reg. No.	Status
COMMUNITY	Services Class 36, 38 & 42		app. (85/849967) filed 2/14/2013. Published in Official Bulletin 4/4/2013. Registered 7/12/2013, renewal due 2/15/2023.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN COMMUNITY	PTGi ICS Class 36, 38 & 42	011579158	Registered 8/2/2014. <b>Renewal due 2/15/2023</b> . Application filed Feb. 15, 2013 based on U.S. app. (85/849981) filed 2/14/2013. Published in Official Bulletin 4/4/2013. Opposition filed by Iglesias Castor – not pursued.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
EUROPEAN COMMUNITY	TELEGROUP Class 9, 38, 42	000762963	Registered Aug. 17, 1999. Expires March 3, 2018.  Assignment to Primus Telecommunications Canada Inc. filed & recorded at OHIM 9/11/2013.
FRANCE	PRIMUS Class 38	013138114	Registered June 19, 1998. Renewal due June 19, 2018.
ITALY	PRIMUS Class 38	1330084	Filed Jan. 24, 2008. Registered Aug. 19, 2010. Renewal due June 19, 2018.
MALAYSIA	PRIMUS Class 38	01003963	Registered 3/29/2001. Renewal due 3/29/2011 – late renewal filed 1/17/2012; granted thru 3/29/2021.  Assignment to Primus Telecommunications Canada Inc. filed 9/12/2013. Recorded at Malaysian TM Office 5/14/2015.  Name change (to Primus Telecommunications IHC, Inc.) & address change filed 1/17/2012 – recorded at Malaysian TM Office 11/22/2012.
NEW ZEALAND	PRIMUS Class 42	633961	Registered Sep. 20, 2001. Renewal due March 14, 2018.
NEW ZEALAND	PRIMUS & Design Class 42	633963	Registered Sep. 20, 2001. Renewal due Nov. 7, 2017.
NEW ZEALAND	PRIMUS MORE THAN JUST TALK Class 42	633965	Registered Sep. 20, 2001. Renewal due Nov. 7, 2017.
SINGAPORE	PRIMUS Class 38	T01/03647Z	Registered March 15, 2001. Renewal due March 15, 2021.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS Class 42	T01/03648H	Registered March 15, 2001. Renewal due March 15, 2021.  Assignment recorded in Singapore

Country	Mark / Class	App. / Reg. No.	Status
			Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS & Design Class 38	T01/3653D	Registered Nov. 7, 2000. Renewal due Nov. 7, 2020.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SINGAPORE	PRIMUS & Design Class 42	T01/03654B	Registered Nov. 7, 2000. Renewal due Nov. 7, 2020.  Assignment recorded in Singapore Trademark Registry effective 7/30/2013 to Primus Telecommunications Canada Inc.
SPAIN	PRIMUS Class 38	2431177	Registered Oct. 17, 2001. <b>Renewal app.</b> filed 10/4/2011, accepted 11/11/2011 – <b>granted thru 10/17/2021</b> ; name change/correction of spelling & address change also filed 10/4/2011 – recorded 11/11/2011.  Assignment to Primus Telecommunications Canada Inc. recorded in Spain IP Office 11/29/2013.
SWITZERLAND	GLOBE-TALK Class 38	459298	Registered March 4, 1999. Renewal due Sep. 9, 2018.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS Class 38	466980	Registered Sep. 23, 1999. Renewal filed 1/27/2010 by A.W. Metz & Co., granted 1/28/2010. <b>Second renewal due 9/23/2019.</b>  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS Class 38 & 42	491948	Registered March 22, 2001. Renewal filed January 2011. Renewal due March 22, 2021.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.
SWITZERLAND	PRIMUS & Design Class 38 & 42	491972	Registered March 22, 2001. Renewal filed January 2011. Renewal due March 22, 2021.  Assignment recorded at Swiss Trademark Registry 7/30/2013 to Primus Telecommunications Canada Inc.

## Domain Names

104real.com	310cool.com	accglobal.net	acctel.net
arvotek.net	broadbandvoice.ca	broadbandvoiceservice.ca	buylingo.biz
buylingo.ca	buylingo.net	buylingo.us	calllingo.com
calllingo.us	callprimus.ca	capitalnet.com	centtel.com
checkyourvoip.ca	clicklingo.biz	clicklingo.ca	clicklingo.net
clicklingo.us	connectiontester.com	coolminute.com	coolminute.us
coolminutes.com	daphone.ca	digitalselect.net	discusslingo.us
dolingo.ca	dsdial.net	dsl.ca	echo-on.net
emailme.ca	eol.ca	ess-web.com	esswebservices.com
extendedlan.com	filesite.com	freebetel.com	ftn.net
getlingo.biz	getlingo.ca	getlingo.us	getlingobiz.com
getprimus.com	getprimus.us	getprimusathome.com	globalserve.com
globalserve.net	globe-talk.com	globetalk.us	globetalkresource.com
globetalkresources.com	globility.ca	globility.com	globility.net
go4mor.ca	go4more.com	goformore.ca	goformore.mobi
gtandroidapp.com	gtbbapp.com	hbcinternet.ca	hmnet.ca
hmnet.net	hmnettech.com	hpbxottawa.com	ican.ca
ican.net	ilingocloud.com	infinity.net	interlynx.ca
interlynx.net	intranet.ca	io.org	ionsys.ca
ipprimus.ca	ipprimus.com	iprimus.ca	iprimus.com
iprimus.net	iprimuscloud.com	knowitall.ca	koolminute.com
koolminute.us	koolminutes.com	kreative.net	learning-centre.com
lingo.com	lingoaffiliate.com	lingoaffiliate.us	lingoandroidapp.com
lingobbapp.com	lingobiz.com	lingoblogs.com	lingobroadbandphone.com
lingobroadbandphone.us	lingobusiness.us	lingocallchina.com	lingocallingplans.us
lingocallkorea.com	lingocommunity.us	lingodiscussions.us	lingoforbusiness.us
lingoforums.us	lingoheads.com	lingoinc.net	lingoinc.us
lingoinstallation.com	lingoinstallation.net	lingointernetphone.us	lingointl.com
lingokorea.com	lingomobileandroidapp.com	lingomobilebbapp.com	lingonews.com
lingopromos.com	lingoreferrals.us	lingoretail.com	lingoretail.us
lingorocks.com	lingorocks.net	lingosmallbusiness.us	lingosmarttalk.com
lingosupport.com	lingosupport.us	lingotroubleshooting.com	lingotroubleshooting.net
lingounlimited.us	lingoworldmax.com	lingoworldmax.net	lingoworldwide.us
londontelecom.ca	londontelecom.com	ltgroup.com	ltn.ca
m6user.com	m6usergroup.com	magma.ca	magma.net
magma.com.com	mipps.ca	mipps.com	mipps.net
miprimus.biz	miprimus.ca	miprimus.com	miprimus.net
miprimus.org	miprimus.us	monprimus.ca	monprimus.mobi
myglobetalk.com	myprimus.biz	myprimus.ca	myprimus.mobi
myprimus.net	myprimus.us	myprimusdomain.us	myprimusmail.ca
myprimuswireless.biz	myprimuswireless.com	myprimuswireless.net	myprimuswireless.us
netcore.ca	onramp.ca	onrampanada.com	onrampanada.net
onrampanada.org	orderlingo.biz	orderlingo.ca	orderlingo.com
orderlingo.net	orderlingo.us	passport.ca	pbwhighvoltage.com
pbwutilities.com	phonecardmiles.ca	planeteer.ca	planeteer.com
planetess.com	planetess.org	planettalk.us	primus.ca
primus2.ca	primusaffaires.ca	primusaffaires.com	primusathome.com
primusathome.us	primusbiz.ca	primusbiz.com	primusbiz.us
primusbundle.ca	primusbundlelite.ca	primusbundles.ca	primusbusiness.biz
primusbusiness.ca	primusbusiness.com	primusbusiness.net	primusbusiness.org
primuscanada.ca	primus-canada.com	primuscanada.info	primuscanada.mobi
primuscanada.net	primus-canada.net	primuscanada.org	primus-canada.org
primuscarrier.com	primuscloud.ca	primuscloud.net	primuscloud.org
primuscolo.com	primuscolocation.com	primusconnect.com	primusconnect.net
primusconnect.us	primusconsumer.com	primusdsl.net	primusdsl.us
primusfiber.ca	primusfiber.com	primusfibre.ca	primushelp.com
primushelp.us	primushome.ca	primushome.net	primushomephone.ca
primushomephone.com	primushost.ca	primushost.com	primushost.net



primushost.us	primushostedpbx.ca	primushpbx.ca	primushpbx.com
primusicm.com	primusicm.us	primusinfo.ca	primusip.ca
primusip.com	primusld.com	primusld.us	primuslearn.com
primuslink.com	primuslocal.ca		
primusmail.ca	primusmeetingcenter.com	primusmeetingcenter.us	primusmetro.ca
primusmetro.com	primusmetrofiber.ca	primusmetrofiber.com	primusmetrofibre.ca
primusmobile.biz	primusmobile.ca	primusmobile.com	primusmobile.mobi
primusmobile.net	primusmobile.us	primusmobileblows.ca	primusmobilesucks.ca
primusnet.ca	primusoffer.ca	primusonline.ca	primuspbs.com
primusprofessionalservices.com	primusreg.us	primusresidential.com	primusresidential.us
primusresidentialservices.com	primusresidentialservices.us	primussans-fil.ca	primussoftphone.com
primusstars.ca	primusstars.com	primussupport.com	primustel.biz
primustel.ca	primustel.com	primustel.mobi	primustel.tv
primustel.us	primustelecom.ca	primustel-services.com	primustv.ca
primustv.com	primustv.net	primusvideo.ca	primusvideo.com
primusvideo.net	primusvoip.ca	primusvoip.com	primusvoip.net
primusvoip.org	primusvoip.us	primuswatch.ca	primuswebmail.ca
primuswholesale.ca	primus-wholesale.com	primuswholesale.net	primuswholesaleoutsourcing.com
primuswireless.ca	primuswireless.com	primuswireless.mobi	primus-wireless.us
primuswirelessblows.ca	primuswirelessucks.ca	primusworkz.com	primusxtension.com
primusxtension.us	ptgi.ca	ptgi.com	ptgicloud.com
ptgimetro.com	ptgimetrofiber.com	ptgithexchange.com	ptgithexchange.net
ptgithexchange.org	savewithlingo.com	sentinelledutelemarketing.ca	sentinelledutelemarketing.com
sentinelledutelemarketing.net	sipservice.ca	smarttalkmobile.com	socialpbx.com
socialpbx.net	socialpbx.org	talkaboutlingo.us	talkbb.ca
talkbroadband.ca	talkbroadband.mobi	telegroup.com	telemarketerguard.ca
telemarketerguard.com	telemarketerguard.net	telemarketguard.ca	telemarketguard.com
telemarketguard.net	telemarketingguard.ca	telemarketingguard.com	telemarketingguard.net
ten4real.com	ten4realresource.com	ten4realresources.com	tenforreal.com
tenfourreal.com	terraport.net	testlingo.biz	testlingo.ca
testlingo.com	testlingo.net	testlingo.us	testprimus.us
torontocopper.net	transparentlan.net	trylingo.biz	trylingo.ca
trylingo.com	trylingo.net	ulix.net	unlimitel.ca
unlimitelfans.ca	unlimitelfans.com	unlimitelfax.com	uselingo.biz
uselingo.ca	uselingo.com	uselingo.net	uselingo.us
velocet.ca	velocet.com	velocet.net	velocet.org
voiceservices.ca	voipprimus.ca	voipprimus.com	voip-provider.ca
voyageurs.net	wincom.ca	wincom.net	wincom.on.ca
wintel.ca	win-tel.ca	win-tel.mobi	wintelcomm.ca
win-telcomm.ca	wintelcommunications.com	wiznet.ca	wtel.ca

## Toll-Free Telephone Numbers

Toll Free #	Termination #	Term Type:	Term Location
8002244252	5067376405	DID	Vancouver
8002264884	8002264884	DNIS	Dundas
8002467269	8711	DNIS	EDM
8002501288	4162077600	DID	Toronto
8002625417	8002625417	DNIS	Toronto
8002633054	6046302621	DID	Vancouver
8002635543	3994	DNIS	EDM
8002652746	3252	DNIS	Toronto
8002653600	3921	DNIS	EDM
8003039616	4162077627	DID	Toronto
8003214028	4162363636	DID	Toronto
8003332107	7038572274	DID	Toronto
8003404918	2002	DNIS	EDM
8003404919	5067375965	DID	EDM
8003404920	3996	DNIS	EDM
8003406790	8712	DNIS	EDM
8003406791	3905	DNIS	EDM
8003406792	3906	DNIS	EDM
8003406793	3909	DNIS	ED/Van
8003406794	3908	DNIS	EDM
8003633528	3752	DNIS	Dundas
8003651601	2519	DNIS	Toronto
8003700015	2514	DNIS	Toronto
8003857222	3922	DNIS	EDM
8003870005	3923	DNIS	EDM
8004222351	3924	DNIS	EDM
8004333325	3702	DNIS	EDM
8004442817	8004442817	DNIS	Dundas
8004492255	3950	DNIS	EDM
8004504809	4163598830	DID	Toronto
8004590567	3029	DNIS	Toronto
8004708786	2518	DNIS	Toronto
8004871184	3925	DNIS	EDM
8004903536	3598	DNIS	EDM
8004944884	8004944884	DNIS	Dundas
8004949222	8710	DNIS	EDM
8005065552	2801	DNIS	Toronto
8005143733	3253	DNIS	Toronto
8005378968	3395	DNIS	EDM

8005469756	4163691604	DID	Toronto
8005654708	3997	DNIS	EDM
8005673692	3998	DNIS	EDM
8005752266	3231	DNIS	EDM
8005752277	3277/3003	DNIS	EDM
8005753000	3031	DNIS	EDM
8005755511	3193	DNIS	EDM
8005755533	3200	DNIS	EDM
8005938555	6048910840	DID	VAN
8006076572	6132884405	DID	Dundas
8006130413	3068	DNIS	Dundas
8006336211	3000	DNIS	Edmundston
8006355538	4162077151	DID	Dundas
8006615110	2003	DID	Dundas
8006655691	3969	DNIS	EDM
8006702266	4162363636	DID	Dundas
8006702266	3232	DNIS	EDM
8006702277	3278	DNIS	EDM
8006706000	4162077600	DNIS	EDM
8006889733	3995	DNIS	VAN / ED
8007334072	3095	DNIS	EDM
8007618226	4162077178	DID	Toronto
8007657875	8007657875	DNIS	Dundas
8007894226	2515	DNIS	Toronto
8007902277	3279	DNIS	EDM
8007903273	3307	DNIS	EDM
8007906000	3083	DNIS	EDM
8007907000	3172	DNIS	EDM
8007909999	13	DID	Toronto
8008062275	1001		Toronto
8008062665	1002		Toronto
8008063000	3085	DNIS	EDM
8008063273	3995	DNIS	ED
8008065000	4162077600	VOIP	EDM
8008067000	3730	DNIS	Dundas
8008119877	4162363600	DID	Toronto
8008304000	4162077600		Toronto
8008305511	3197/7197	DNIS	EDM
8008305522	3167	DNIS	EDM
8008305533	4162077600	DNIS	EDM
8008306688	3130	DNIS	EDM

8008306888	4162077600	DNIS	EDM
8008334004	3540	DNIS	EDM
8008906965	3028	DNIS	Toronto
8009007567	4168551563	DID	Toronto
8009080086	2622	DNIS	Toronto
8009571177	3272	DNIS/DID	ED/Van
8009572265	3254	DNIS	Toronto
8009572277	6136562979	DID	Dundas
8009572665	6136881904	DID	Magma
8009573000	3070	DNIS	EDM
8009577000	3074	DNIS	EDM
8009582266	Magma_Inside Sales Transfer	DNIS	Toronto
8009582275	7175	DNIS	EDM
8009583000	4162386433	DNIS	EDM
8009585000	4162386109	DID	Dundas
8009585566	3219	DNIS	EDM
8009586000	4162077600	DNIS	EDM
8009587000	4162077600	DNIS	EDM
8009611177	3444	DNIS	Dundas
8009611234	2103	DNIS	DUNDAS
8009612277	8009612277	DNIS	EDM
8009663541	2604	DNIS	Toronto
8009702265	3247/3003	DNIS	EDM
8009702277	3285	DNIS	EDM
8009706000	3002	DNIS	Dundas
8009787595	3907	DNIS	EDM
8009864668	4162077165	DID	Toronto
8009913273	3255	DNIS	Toronto
8009914000	3297/7111	DNIS	EDM
8009915000	3732	DNIS	Toronto
8447506777	i3	DNIS	i3
8556440544	8556440544		
8662195701	3053	DNIS	EDM
8662195702	3054	DNIS	EDM
8662195703	3055	DNIS	EDM
8662195704	3372	DNIS	EDM
8662195705	3345	DNIS	EDM
8662195706	3728	DNIS	Toronto
8662195707	3729	DNIS	Toronto
8662195707	2106	DNIS	Dundas
8662195708	3343	DNIS	EDM

8662220730	3040/7040	DNIS	EDM
8662220760	6136561643	DID	Dundas
8662240157	3347	DNIS	EDM
8662240405	3192	DNIS	EDM
8662240406	3186	DNIS	EDM
8662240407	3201	DNIS	EDM
8662240408	3202	DNIS	EDM
8662240409	3203	DNIS	EDM
8662240410	3204	DNIS	EDM
8662240411	3205	DNIS	EDM
8662240412	3206	DNIS	EDM
8662240413	3207	DNIS	EDM
8662240414	3208	DNIS	EDM
8662240415	3209	DNIS	EDM
8662240417	3210	DNIS	EDM
8662240657	3348	DNIS	EDM
8662243793	3349	DNIS	EDM
8662244645	3350	DNIS	EDM
8662244865	3351	DNIS	EDM
8662246047	3352	DNIS	EDM
8662248245	3353	DNIS	EDM
8662248521	3354	DNIS	EDM
8662248979	3355	DNIS	EDM
8662249043	3356	DNIS	EDM
8662275317	3440	DNIS	Toronto
8662288924	3250	DNIS	Toronto
8662288926	6132884417		Dundas
8662288926	2403	DNIS	Dundas
8662288927	13	DID	Vancouver
8662288928	4165071647	DID	Dundas
8662290384	4168556996	DID	Toronto
8662343966	2701	DNIS	Toronto
8662343967	2102	DNIS	Toronto
8662343968	6132884436	DID	Toronto
8662410621	3618	DNIS	EDM
8662410692	3434	DNIS	EDM
8662410704	3619	DNIS	EDM
8662410843	3435	DNIS	EDM
8662410954	3620	DNIS	EDM
8662411248	3436	DNIS	EDM
8662411374	3621	DNIS	EDM

8662412119	4162077618	DID	Dundas
8662412318	3622	DNIS	EDM
8662412353	6046460912	DID	VAN
8662501289	4166483236	DID	Dundas
8662518571	3009	DNIS	EDM
8662518572	3010	DNIS	EDM
8662518573	8662518573	DNIS	EDM
8662518574	3012	DNIS	EDM
8662518575	3013	DNIS	EDM
8662518576	3050	DNIS	EDM
8662518577	3051	DNIS	EDM
8662518578	3052	DNIS	EDM
8662529887	6136563411	DID	London
8662529888	4168553205	DID	London
8662529889	5194341962	DID	London
8662529890	3357	DNIS	EDM
8662529891	3358	DNIS	EDM
8662529892	3359	DNIS	EDM
8662529893	3360	DNIS	EDM
8662529894	3361	DNIS	EDM
8662529895	l3	DID	Dundas
8662529896	3753	DNIS	Dundas
8662614211	5192664211	DID	LONDON
8662617496	5192664224	DID	LONDON
8662643965	4162077767	DID	Toronto
8662738145	2618	DNIS	Toronto
8662738873	3170	DNIS	Toronto
8662800030	6136881905	DID	Magma
8662801880	3733	DNIS	Toronto
8662857353	8662857353	DNIS	Dundas
8662872503	8662872503	DNIS	Dundas
8662928807	3004	DNIS	EDM
8662974203	4162387239	DID	LONDON
8663082220	4166446194	DNIS	Toronto
8663120651	8663120651	DNIS	Dundas
8663177348	3005	DNIS	EDM
8663177349	3006	DNIS	EDM
8663177350	3008	DNIS	EDM
8663238851	2436	DNIS	Toronto
8663238852	3541	DNIS	EDM
8663238853	3542	DNIS	EDM

8663238854	3543	DNIS	EDM
8663238855	3544	DNIS	EDM
8663238856	3545	DNIS	EDM
8663238857	3546	DNIS	EDM
8663238858	3547	DNIS	EDM
8663238859	3168	DNIS	VAN
8663376255	3599	DNIS	EDM
8663476592	3322	DNIS	EDM
8663476593	3323	DNIS	EDM
8663476595	3324	DNIS	EDM
8663476596	3362	DNIS	EDM
8663476597	3363	DNIS	EDM
8663476598	3325	DNIS	EDM
8663476599	3364	DNIS	EDM
8663476601	3365	DNIS	EDM
8663476602	3366	DNIS	EDM
8663476603	3326	DNIS	EDM
8663488591	4162077123	DID	Toronto
8663530363			Dundas
8663583032	6136271129	DID	Dundas
8663593034	4162073049	DID	Dundas
8663593036	6046302586	DID	Dundas
8663593037	4162073047	DID	Dundas
8663593046	4162077073	DID	Dundas
8663675434	3966	DNIS	EDM
8663675435	3967	DNIS	EDM
8663675438	3968	DNIS	EDM
8663675440	3969	DNIS	EDM
8663675441	3970	DNIS	EDM
8663682220	3221	DNIS	Toronto
8663757746	8663757746	DID	Dundas
8663773042	4162078748	DID	Dundas
8663893047	4162073367	DID	Dundas
8663954225	3231	DNIS	Toronto
8663954226	3232	DNIS	Toronto
8663954227	3233	DNIS	Toronto
8663954229	3234	DNIS	Toronto
8663954230	3235	DNIS	Toronto
8663954231	3236	DNIS	Toronto
8663954232	3237	DNIS	Toronto
8663954233	3238	DNIS	Toronto

8663954271	3239	DNIS	Toronto
8663954309	3240	DNIS	Toronto
8663954310	3419	DNIS	Dundas
8663954311	3391	DNIS	Dundas
8663954312	2261	DNIS	Dundas
8663954313	AREA SPLITS	4162074643 4162074644	Dundas, Montreal, Vancouver & London
8663954314	AREA SPLITS	4162074643 4162074644	Dundas, Montreal, Vancouver & London
8663954315	SPARE		
8663954316	SPARE		
8663954317	SPARE		
8663967763	3025	DNIS	EDM
8664008433	2104	DNIS	Toronto
8664367409	3031	DNIS	Toronto
8664691689	8664691689	DNIS	Dundas
8664691691	8664691691	DNIS	Dundas
8664755355	3014	DNIS	EDM
8664755356	3015/7015	DNIS	EDM
8664755357	3016/7016	DNIS	EDM
8664804000	4162077600		
8664814212	6136563567	DID	LONDON
8665074202	5192664202	DID	LONDON
8665114863	3520	DNIS	EDM
8665114864	3521	DNIS	EDM
8665114865	3522	DNIS	EDM
8665114866	3523	DNIS	EDM
8665114867	3524	DNIS	EDM
8665114868	3525	DNIS	EDM
8665114869	3526	DNIS	EDM
8665114870	3527	DNIS	EDM
8665114871	3528/7528	DNIS	EDM
8665114872	3529/7529	DNIS	EDM
8665118472	3530/7530	DNIS	EDM
8665118473	3531/7531	DNIS	EDM
8665118474	3532/7532	DNIS	EDM
8665118475	3533/7533	DNIS	EDM
8665118476	3534/7534	DNIS	EDM
8665118477	3535/7535	DNIS	EDM
8665118478	3536/7536	DNIS	EDM
8665118479	3537/7537	DNIS	EDM
8665118480	3538/7538	DNIS	EDM



8665118481	3539/7539	DNIS	EDM
8665250001	7035478478	DID	Toronto
8665250002	2409	DNIS	Toronto
8665250003	2410	DNIS	Toronto
8665250004	2411	DNIS	Toronto
8665250005	2412	DNIS	Toronto
8665394233	4168556983	DID	LONDON
8665412522	8665412522	DNIS	Dundas
8665464698	8665464698	DNIS	Dundas
8665645329	4162077100	DID	Dundas
8665645331	416207065	DID	Vancouver
8665645331	4162077600		Dundas
8665645333	4162386685	DID	Toronto
8665774687	4168551562	DID	Toronto
8665776690	3030	DNIS	Toronto
8665840001	2413	DNIS	Toronto
8665840002	4162077155	DID	London
8665840003	2415	DNIS	Toronto
8665840004	2416	DNIS	Toronto
8665840005	5194349850	DID	LONDON
8665840008	2435	DNIS	Toronto
8665993043	4162387286	DID	Dundas
8666111077	6477261042	DID	Toronto
8666111078	3367	DNIS	EDM
8666111079	6046302556	DID	VancouverVoip
8666111080	2101	DNIS	Toronto
8666257032	4162077032	DID	Dundas
8666337206	3623	DNIS	EDM
8666337209	3399	DNIS	EDM
8666337225	3624	DNIS	EDM
8666337268	3430	DNIS	EDM
8666337319	3625	DNIS	EDM
8666337324	3431	DNIS	EDM
8666337327	3626	DNIS	EDM
8666337334	3627	DNIS	EDM
8666337377	3433	DNIS	EDM
8666364567	3734	DNIS	Dundas
8666452584	6477251251	DID	Toronto
8666774687	4162077600	DID	Dundas
8667043038	6046302563	DID	Dundas
8667107187	4162077082	DID	London

8667107188	7038574391	DID	Toronto
8667197914	3211	DNIS	EDM
8667197915	8667197915	DNIS	EDM
8667197916	3213	DNIS	EDM
8667197917	3214	DNIS	EDM
8667197918	3215	DNIS	EDM
8667197919	3289	DNIS	EDM
8667197920	3290/7290	DNIS	ED
8667197922	3291	DNIS	EDM
8667204000	4162077600		
8667227223	4166446159	DID	Dundas
8667377165	4162077165	DID	Dundas
8667533041	4162073048	DID	Dundas
8667743775	8667743775	DNIS	Dundas
8667744138	8667744138	DNIS	Dundas
8667744138	8667744138	DNIS	Dundas
8667744453	3032	DNIS	Toronto
8667746074	8667746074	DNIS	Dundas
8667746871	3220	DNIS	EDM
8667746872	4168551560	DID	Toronto
8667746873	2420	DNIS	Toronto
8667746874	3418	DNIS	EDM
8667746875			Dundas
8667746876	6477261020	DID	Toronto
8667746876	4162074603	DNIS	Toronto
8667746877	5149045000	DID	Montreal
8667746878	3756	DNIS	Dundas
8667746879	4162077624	DID	London
8667748874	6477261099	DID	Toronto
8667774687	DO NOT USE	DNIS	Toronto
8668018236	6139076579	DID	Dundas
8668018237	6139076580	DID	Dundas
8668018238	6139076581	DID	Dundas
8668018239	6139076585	DID	Dundas
8668204000	4162077600		
8668304000	4162077600		
8668465637	4162077759	DID	Toronto
8668549560	3156	DNIS	EDM
8668549561	3157	DNIS	EDM
8668549562	3158	DNIS	EDM
8668549563	3159	DNIS	EDM

8668549564	3160	DNIS	EDM
8668664687	3020	DNIS	Edmundston
8668688808	7038574506	DID	Toronto
8668688818	8668688818	DNIS	Toronto
8668688828	3080	DNIS	Toronto
8668688838	3079	DNIS	Toronto
8668688868	3084	DNIS	Toronto
8668688878	3081	DNIS	Toronto
8668688898	3082	DNIS	Toronto
8668714395	13	DID	Vancouver
8668714396	2439	DNIS	Toronto
8668714397	13	DID	London
8668714398	2441	DNIS	Toronto
8668714399	2442	DNIS	Toronto
8668714400	5194349850	DID	LONDON
8668714401	6132884507	DID	VancouverVoip
8668714401	2444	DNIS	Dundas
8668714402	2445	DNIS	Toronto
8668714403	5194349850	DID	London
8668714404	2447	DNIS	Toronto
8668773287	2434	DNIS	Toronto
8668888818	2029	DNIS	Toronto
8668888828	7456	DNIS	VAN
8668888858	3086	DNIS	Toronto
8668900385	3445	DNIS	Dundas
8668998199	routed to c3	DID	Toronto
8669214204	5192664204	DID	LONDON
8669214209	5192664209	DID	LONDON
8669254231	6136561239	DID	LONDON
8669373531	3249	DNIS	Toronto
8669403000	8669403000	DID	Dundas
8669504000	4162077600		
8669774687	4162077600	DID	Dundas
8669804000	4162077600		
8772026891	3460	DNIS	EDM
8772026892	3461	DNIS	EDM
8772026893	3462	DNIS	EDM
8772026894	3463	DNIS	EDM
8772026895	3464	DNIS	EDM
8772026896	3465	DNIS	EDM
8772026897	3466	DNIS	EDM

8772026898	3467	DNIS	EDM
8772026899	3468	DNIS	EDM
8772026900	3469	DNIS	EDM
8772073368	4168553279		Dundas
8772077167	41620773356	DID	Toronto
8772114681	7458	DNIS	VAN
8772114682	3375 / 7375	DNIS	EDM
8772114683	3376 / 7376	DNIS	EDM
8772114684	3377 / 7377	DNIS	EDM
8772114685	3378 / 7378	DNIS	EDM
8772114686	3379	DNIS	EDM
8772114687	3380 / 7380	DNIS	EDM
8772114691	6132288313	DID	OTTAWA
8772114692	7460	DNIS	VAN
8772114693	6046890800	DID	Vancouver
8772114694	6477261098	DID	Dundas
8772114695	6477261048	DID	Dundas
8772114696	5196641163	DID	London
8772114697	6046302602	DID	Vancouver
8772114698	3222	DNIS	Guelph
8772166608	4168551737	DID	Toronto
8772166609	3760	DNIS	Toronto
8772166610	6477251250	DID	Toronto
8772166614	4168551540	DID	Toronto
8772166615	2511	DNIS	Toronto
8772166617	2509	DNIS	Toronto
8772166618	4168551556	DID	Toronto
8772166619	3705	DNIS	Dundas
8772166623	13	DID	Oakville
8772166624	3757	DNIS	Dundas
8772166688	3707	DNIS	Dundas
8772183051	6477261072	DID	Toronto
8772183078	2449	DNIS	Toronto
8772183083	4162077056	DID	Vancouver
8772183234	6477251253	DID	Toronto
8772183290	5194349850	DID	London
8772183397	2474	DNIS	Toronto
8772183409	2454	DNIS	Toronto
8772183428	4162074623	DNIS	Toronto
8772183445	6477251253	DID	Toronto
8772235625	2618	DNIS	Toronto

8772361551	3256	DNIS	Toronto
8772361552	3263	DNIS	Toronto
8772361553	3264	DNIS	Toronto
8772361554	3266	DNIS	Toronto
8772361555	3267	DNIS	Toronto
8772361556	3269	DNIS	Toronto
8772361557	3270	DNIS	Toronto
8772361558	3447	DNIS	Toronto
8772361559	3448	DNIS	Toronto
8772361560	3449	DNIS	Toronto
8772364567	Inside Sales	DNIS	Toronto
8772364568	4168551749	DID	Toronto
8772364569	4166446199	DID	Toronto
8772364570	4168551745	DID	Toronto
8772364571	6136561643	DID	Toronto
8772364572	5194349850	DID	Toronto
8772364573	6477261090	DID	Toronto
8772364574	2427	DNIS	Toronto
8772364575	6048910818	DID	Vancouver
8772364576	2443	DNIS	Toronto
8772365079	3169	DNIS	Toronto
8772365080	3243	DNIS	Toronto
8772365081	3244	DNIS	Toronto
8772365082	3245	DNIS	Toronto
8772365083	3246	DNIS	Toronto
8772365084	3405	DNIS	Toronto
8772365085	3406	DNIS	Toronto
8772365086	3407	DNIS	Toronto
8772365087	3408	DNIS	Toronto
8772365088	3409	DNIS	Toronto
8772385712	3410	DNIS	Toronto
8772385713	3411	DNIS	Toronto
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8772385715	3413	DNIS	Toronto
8772385716	3414	DNIS	Toronto
8772385717	3400	DNIS	Toronto
8772385718	3401	DNIS	Toronto
8772385719	3402	DNIS	Toronto
8772385720	3403	DNIS	Toronto
8772385721	3404	DNIS	Toronto
8772501289	4162077600	DID	Toronto

8772556589	3450	DNIS	EDM
8772556590	3451	DNIS	EDM
8772556591	3452	DNIS	EDM
8772556592	3453	DNIS	EDM
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8772556596	3457	DNIS	EDM
8772556597	3458	DNIS	EDM
8772556598	3459	DNIS	EDM
8772572544	5194349850	DID	Toronto
8772584260	3548	DNIS	EDM
8772633054	2489	DNIS	Toronto
8772648521	2717	DNIS	Toronto
8772661313	6477261082	DID	Toronto
8772664205	5192664205	DID	LONDON
8772664206	5192664206	DID	LONDON
8772664207	5192664207	DID	LONDON
8772664208	5199634529	DID	LONDON
8772664210	5192664203	DID	LONDON
8772664213	I3	DID	LONDON
8772664214	5192664241	DID	LONDON
8772664215	5192664215	DID	LONDON
8772664217	4162077766	DID	LONDON
8772677581	7803286867	DID	Vancouver
8772678490	3381 / 7381	DNIS	EDM
8772678510	3382	DNIS	EDM
8772678512	3383	DNIS	EDM
8772678515	3384 / 7384	DNIS	EDM
8772678519	I3	DID	London
8772678520	3758	DNIS	Dundas
8772678522	4168551525	DID	Toronto
8772678523	2478	DNIS	Toronto
8772770752	8772770752	DNIS	Toronto
8772770753	2631	DNIS	Toronto
8772772432	3953	DNIS	EDM
8772792481	3549	DNIS	EDM
8772801738	3601	DNIS	EDM
8772801803	3628	DNIS	EDM
8772801804	I3	DID	Vancouver
8772801805	3629	DNIS	EDM

8772801806	2473	DNIS	Toronto
8772801807	3630	DNIS	EDM
8772801808	2430	DNIS	Toronto
8772801810	3631	DNIS	EDM
8772801813	2437	DNIS	Toronto
8772801814	3632	DNIS	EDM
8772801817	2438	DNIS	Toronto
8772803383	4162074655	DNIS	EDM
8772813056	6046840638	DID	Vancouver
8772832273	2004	DNIS	Dundas
8773029585	2725	DNIS	Toronto
8773043433	4162077600		
8773096451	4168553263	DID	Dundas
8773103528	3708	DNIS	Dundas
8773104586	3709	DNIS	Dundas
8773117747	6048910840	DID	Vancouver
8773466380	3768	DNIS	Dundas
8773532019	4162386240	DNIS	Toronto
8773615663	2504	DNIS	Toronto
8773655068	8773655068	DID	Dundas
8773673424	3710	DNIS	Dundas
8773961122	8715	DNIS	VAN
8773963939	4162077108	DID	Dundas
8774074595	8774074595	DNIS	Dundas
8774280898	2505	DNIS	Toronto
8774332215	8716	DNIS	VAN
8774334042	3017	DNIS	Dundas
8774336263	4162074622	DID	Toronto
8774345623		DID	Dundas
8774372283	6046815346	DID	Vancouver
8774372777	3223	DNIS	Toronto
8774372835	3550	DNIS	EDM
8774461313	7438	DNIS	VAN
8774481313	7439	DNIS	VAN
8774491313	7418	DNIS	VAN
8774562370	2470	DNIS	Toronto
8774562371	4162077018	DID	Windsor
8774562372	6048910816	DID	Vancouver
8774562377	3078	DNIS	Toronto
8774562454	3169	DNIS	Dundas
8774646638			Dundas

8774721233	3711	DNIS	Dundas
8774818008	3636	DNIS	Toronto
8774953770	5194349850	DID	London
8774955822	4162367392	DID	Toronto
8774958834	3551	DNIS	EDM
8774958835	3552	DNIS	EDM
8774958836	3553	DNIS	EDM
8774958837	3554	DNIS	EDM
8774958838	3555	DNIS	EDM
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8775351141	3317	DNIS	EDM
8775534978	4166446108	DID	Dundas
8775605550	3930	DNIS	EDM
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8775663668	3713	DNIS	Dundas
8775663669	4162077138	DNIS	Dundas
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8775672957	3557	DNIS	EDM
8775672958	3558	DNIS	EDM
8775672959	3559	DNIS	EDM
8775672960	3560	DNIS	EDM
8775774687	8775774687	DID	Dundas
8775863528	3715	DNIS	Dundas
8775863558	2458	DNIS	Toronto
8775863559	2459	DNIS	Toronto
8775863568	2460	DNIS	Toronto
8775863622	2461	DNIS	Toronto
8775863656	3755	DNIS	Dundas
8775863657	2463	DNIS	Toronto
8775863661	2624	DNIS	Toronto
8775863665	5196641163	DID	Guelph
8775863706	2466	DNIS	Toronto
8775863707	2719	DNIS	Toronto
8775954565	2506	DNIS	Toronto
8776054646	8776054646	DNIS	Dundas
8776216299	6046302564	DID	Vancouver
8776216300	6048910823		Van
8776216301	3036		EDM
8776216302	2715		Dundas
8776216303	2716		Dundas
8776216304	2718		Dundas



8776216305	6477261071	DID	Ottawa
8776216306	6477261060	DID	Dundas
8776216307	2627	DID	Dundas
8776216308	5149048440	DID	Dundas
8776216550	2628	DID	Dundas
8776216551	2381		Dundas
8776216552	2382		Dundas
8776216553	8776216553		Dundas
8776216554	3037		Dundas
8776216555	2803		Dundas
8776216556	4169674414	DID	Magma
8776216557	4162381313	DID	Vancouver
8776216558	2711		Dundas
8776216559	3049		Dundas
8776218528	2719	DNIS	Toronto
8776226245	8776226245	DID	Toronto
8776276133	8776276133	DNIS	Dundas
8776276138	8776276138	DNIS	Dundas
8776276190	8776276190	DNIS	Dundas
8776276191	8776276191	DNIS	Dundas
8776466303	3769	DNIS	Dundas
8776466308	3771	DNIS	Dundas
8776466311	3772	DNIS	Dundas
8776466340	3770	DNIS	Dundas
8776544530	3251	DNIS	Toronto
8776544555	HBCTracy	DID	Dundas
8776544556	8776544556		Dundas
8776544557	3224	DNIS	Dundas
8776544558	3225	DNIS	Dundas
8776544559	3226	DNIS	Dundas
8776544560	3227	DNIS	Dundas
8776544561	3228	DNIS	Dundas
8776544562	HBCTracy	DID	Dundas
8776544563	3229	DNIS	Dundas
8776546706	Allocated		Dundas
8776546707	2710		Dundas
8776546708	2712		Dundas
8776546709	4168551542	DID	Dundas
8776546710	6048910801	DID	Vancouver
8776546711	4168551542	DID	Dundas
8776546712	6136562979	DID	Vancouver

8776546713	6136562985	DID	Vancouver
8776546714	3022	DNIS	Dundas
8776546715	4162073050	DID	Dundas
8776547315	3327	DNIS	EDM
8776547319	3328	DNIS	EDM
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8776547355	3330	DNIS	EDM
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8776547376	3334	DNIS	EDM
8776547409	3335	DNIS	EDM
8776547414	3336	DNIS	EDM
8776661655	8776661655	DNIS	Dundas
8776774687	3561	DNIS	EDM
8777013088	I3	DID	Dundas
8777016991	3603	DNIS	EDM
8777017598	3098	DNIS	EDM
8777017599	3099	DNIS	EDM
8777017601	3101/7101	DNIS	EDM
8777017602	3102	DNIS	EDM
8777017603	3103	DNIS	EDM
8777017604	3104	DNIS	EDM
8777019558	3005	DNIS	EDM
8777019559	7300	DNIS	EDM
8777019560	3301	DNIS	EDM
8777019561	7301	DNIS	EDM
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8777030565	3125	DNIS	EDM
8777030566	3126	DNIS	EDM
8777030567	3128	DNIS	EDM
8777030568	3127	DNIS	EDM
8777030580	3129/7129	DNIS	EDM
8777030587	3131	DNIS	EDM
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8777030600	3135	DNIS	EDM
8777030601	3136	DNIS	EDM
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8777033432	3118	DNIS	EDM
8777033433	3119	DNIS	EDM
8777033434	3189	DNIS	EDM
8777033435	3731	DNIS	Toronto
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8777033439	3124	DNIS	EDM
8777039101	3187	DNIS	EDM
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8777040788	3262	DNIS	EDM
8777040799	3257	DNIS	EDM
8777042825	3265	DNIS	EDM
8777043356	4168551545	DID	Toronto
8777044269	3268	DNIS	EDM
8777047363	2471	DNIS	Toronto
8777047416	4168551546	DID	Toronto

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8777430182	3562	DNIS	EDM
8777430183	3563	DNIS	EDM
8777430184	3564	DNIS	EDM
8777430185	3565	DNIS	EDM
8777430186	3566	DNIS	EDM
8777437225	3605	DNIS	EDM
8777526382	2050	DNIS	Toronto
8777526383	2051	DNIS	Toronto
8777526385	4166447643	DID	Vancouver
8777551934	6046302533	DID	Vancouver
8777551935	4162077141	DID	Dundas
8777593538	2507	DNIS	Toronto
8777633492	3392	DNIS	EDM
8777633493	3393	DNIS	EDM
8777746871	7455	DNIS	EDM
8777746872	3510	DNIS	Toronto
8777746874	2520	DNIS	Toronto
8777746875	3439	DNIS	VAN
8777746876	3438	DNIS	EDM
8777746877	3415	DNIS	Toronto
8777746878	3437	DNIS	EDM
8777746879	2052	DNIS	Toronto
8777746912	3678		Dundas
8777746913	3679		Dundas
8777746914	3680		Dundas
8777746915	3681		Dundas
8777746917	3682		Dundas
8777746918	3683		Dundas
8777746919	3684		Dundas
8777746920	3685		Dundas
8777746921	3686		Dundas
8777746923	3046		Dundas
8777746988	3475	DNIS	Toronto
8777746989	3476	DNIS	Toronto
8777746990	3477	DNIS	Toronto
8777746991	3478	DNIS	Toronto
8777746992	3479	DNIS	Toronto
8777746993	3480	DNIS	Toronto
8777746994	3481	DNIS	Toronto
8777746995	3482	DNIS	Toronto

8777746996	3483	DNIS	Toronto
8777746997	3484	DNIS	Toronto
8777747010	3668		Dundas
8777747011	3669		Dundas
8777747012	3670		Dundas
8777747013	3671		Dundas
8777747014	3672		Dundas
8777747015	3673		Dundas
8777747016	3674		Dundas
8777747017	3675		Dundas
8777747018	3676		Dundas
8777747019	3677		Dundas
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8777774681	3716	DNIS	Dundas
8777775357	3161	DNIS	EDM
8777775407	3150	DNIS	EDM
8777775417	3162	DNIS	EDM
8777775427	3163	DNIS	EDM
8777775447	3164	DNIS	Toronto
8777775487	3165	DNIS	EDM
8777775517	3149	DNIS	EDM
8777775597	3190/7190	DNIS	EDM
8777775607	3191	DNIS	EDM
8777775697	316	DNIS	EDM
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8777788668	9053376000	DID	Oakville
8777872742	6136561639	DID	Vancouver
8777873225	4169681926	DID	Toronto
8777951923	4166447687	DNIS	Toronto
8777951924	6046302621	DID	Dundas
8777951925	3396	DNIS	EDM
8777951932	3606	DNIS	EDM
8778015526	2022	DNIS	Toronto
8778015527	7038572950	DNIS	Toronto
8778015528	2028	DNIS	Toronto
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8778015530	7038573718	DNIS	Toronto
8778015531	7038573716	DNIS	Toronto
8778015532	7038573715	DNIS	Toronto
8778015533	3727	DNIS	Toronto
8778015535	2630	DNIS	Toronto

8778015536	7038573717	DNIS	Toronto
8778015538	6136881906	DNIS	Toronto
8778015539	3076	DNIS	Toronto
8778123484	3638	DNIS	Dundas
8778123485	3639	DNIS	Dundas
8778123486	3640	DNIS	Dundas
8778123487	3641	DNIS	Dundas
8778123488	3642	DNIS	Dundas
8778123489	3643	DNIS	Dundas
8778123490	3644	DNIS	Dundas
8778123491	3645	DNIS	Dundas
8778123492	3646	DNIS	Dundas
8778123493	3647	DNIS	Dundas
8778123706	4162386271		Oakville
8778123707	4162386246		Oakville
8778123708	3660		Dundas
8778123709	3661		Dundas
8778123710	3662		Dundas
8778123711	3663		Dundas
8778123712	3664		Dundas
8778123713	3665		Dundas
8778123714	3666		Dundas
8778123715	3667		Dundas
8778123852	3687		Dundas
8778123853	3688		Dundas
8778123854	3689		Dundas
8778123855	3690		Dundas
8778123856	3691		Dundas
8778123857	i3	DNIS	Dundas
8778123858	i3	DNIS	Dundas
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8778123861	OTTAWA MAIN CFWD		Dundas
8778148103	3018	DNIS	Dundas
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8778216822	6132884409	DID	Ottawa
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8778427166	6136561640	DID	Ottawa
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8778466339	3775	DNIS	Dundas
8778466341	3776	DNIS	Dundas
8778466357	3777	DNIS	Dundas
8778466359	3778	DNIS	Dundas
8778466360	3779	DNIS	Dundas
8778466381	8778466381	DNIS	Dundas
8778510014	3717	DNIS	Dundas
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8778838255	3446	DNIS	Dundas
8778859961	3567	DNIS	EDM
8778903636	4162363636	DID	Toronto
8778954787	3568	DNIS	EDM
8778954788	3607	DNIS	EDM
8779032210	4168551539	DID	Dundas
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8779282600	3023	DID	Dundas
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8779466303	3784	DNIS	Dundas
8779466304	3785	DNIS	Dundas
8779466305	3786	DNIS	Dundas
8779466306	3787	DNIS	Dundas
8779466307	3788	DNIS	Dundas
8779466308	3789	DNIS	Dundas
8779466317	3790	DNIS	Dundas
8779466351	3791	DNIS	Dundas
8779466357	3780	DNIS	Dundas
8779466358	3781	DNIS	Dundas
8779466360	3782	DNIS	Dundas
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8779466380	3792	DNIS	Dundas
8779466381	3793	DNIS	Dundas
8779468351	7440	DNIS	VAN
8779468352	7441	DNIS	VAN
8779468353	7442	DNIS	VAN
8779468354	8779468354	DNIS	VAN
8779468355	7444	DNIS	VAN
8779468356	7445	DNIS	VAN
8779468358	7446	DNIS	VAN

8779468359	7447	DNIS	VAN
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8779484283	4162074608	DID	Dundas
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8779507600	2424	DNIS	Toronto
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8882015289	3569	DNIS	EDM
8882016124	3608	DNIS	EDM
8882021685	3570	DNIS	EDM
8882023922	3571	DNIS	EDM
8882028957	3572	DNIS	EDM
8882037325	2455	DNIS	Toronto
8882162121	8882162121	DNIS	VAN
8882166608	3718	DNIS	Dundas
8882166609	8717	DNIS	Dundas
8882166610	8882166610	DNIS	VAN
8882166614	3761	DNIS	Toronto
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8882166618	5149048434	DID	Mntreal
8882166619	i3	DID	Dundas
8882166623	3720	DNIS	Dundas
8882166624	7420	DNIS	VAN
8882168766	i3	DNIS	Toronto
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8882221955	3956	DNIS	EDM
8882221988	3947	DNIS	EDM
8882226936	3931	DNIS	EDM
8882228208	4169604111	DID	Toronto
8882228577	2502	DNIS	Toronto
8882229288	3932	DNIS	EDM
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8882283692	3474	DNIS	EDM
8882283693	3416	DNIS	Toronto
8882283694	3417	DNIS	Toronto
8882283695	8882283695	DNIS	VAN
8882283696	6136881915	DID	Ottawa
8882283697	3248	DNIS	Toronto
8882361488	3502	DNIS	Toronto
8882361560	3498	DNIS	Toronto
8882361596	3500	DNIS	Toronto
8882361604	3497	DNIS	Toronto
8882361611	3495	DNIS	Toronto
8882361613	3504	DNIS	Toronto
8882361632	3496	DNIS	Toronto
8882361634	3503	DNIS	Toronto
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8882364398	3488	DNIS	Toronto
8882364399	3487	DNIS	Toronto
8882364401	3485	DNIS	Toronto
8882364432	3493	DNIS	Toronto
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8882364436	3490	DNIS	Toronto
8882364442	3486	DNIS	Toronto
8882364458	3489	DNIS	Toronto
8882364531	3494	DNIS	Toronto
8882364558	3492	DNIS	Toronto
8882489638	2517	DNIS	Toronto
8882501288	4162077600	DID	Toronto
8882541124	3957	DNIS	EDM
8882545521	3958	DNIS	EDM
8882545524	3959	DNIS	EDM
8882585585	3385	DNIS	EDM
8882661313	4162077600	DNIS	VAN
8882747919	8713	DNIS	EDM
8882747920	3934	DNIS	EDM
8882747921	3935	DNIS	EDM
8882781578	3337	DNIS	EDM
8882799602	3386	DNIS	EDM

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8882815767	3574	DNIS	EDM
8882820752	3033	DNIS	Vancouver
8882830180	3397	DNIS	EDM
8882844309	3338	DNIS	EDM
8882844310	3339	DNIS	EDM
8882868181	4162077072	DID	Dundas
8882882280	4168553259	DID	Dundas
8882903043	4162073043	DID	Toronto
8882984544	6048910813	DID	Vancouver
8882986003	2615	DNIS	Toronto
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8882988498	4162074608	DID	Toronto
8882988596	7431	DNIS	VAN
8882988643	7432	DNIS	VAN
8882988646	3340	DNIS	EDM
8882988649	7433	DNIS	VAN
8882988652	2616	DNIS	Toronto
8883077028	6136561640	DID	Toronto
8883077060	4162369185	DID	Toronto
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8883117747	3721	DNIS	Dundas
8883147164	3961	DNIS	EDM
8883161222	3341	DNIS	EDM
8883215043	4166446157	DID	Dundas
8883215119	4162077618	DID	Toronto
8883532019	4162074614	DID	Dundas
8883571618	3041		Dundas
8883571619	3042		Dundas
8883571620	3043		Dundas
8883571621	3044		Dundas
8883571622	3045		Dundas
8883571623	3702		Dundas
8883571624	6477261009	DID	Dundas
8883571625	4162077121	DID	London
8883571626	2607	DNIS	Dundas
8883571627	4168551548	DID	Dundas
8883652507	8883652507	DNIS	Dundas
8883652584	8883652584	DNIS	Dundas
8883654172	8883654172	DNIS	Dundas
8883727690	3575	DNIS	EDM

8883727714	3576	DNIS	EDM
8883746638	3766	DNIS	Dundas
8883765427	9053822552	DID	Montreal
8883866823	4162077151	DNIS	Toronto
8883866857	4162386249	DID	Toronto
8883872940	4162387239	DID	Montreal
8883889320	4162077773	DID	Dundas
8883961122	7437	DNIS	VAN
8883964949	3077	DNIS	Toronto
8883967729	3609	DNIS	EDM
8883967734	3610	DNIS	EDM
8883967735	4162077044	DID	Toronto
8883967763	6136563684	DID	LONDON
8883967790	3577	DNIS	EDM
8883969797	4162363600	DID	Toronto
8883978604	4162077056	DID	Dundas
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8884044908	3902	DNIS	EDM
8884102687	6477261087	DID	Toronto
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8884103261	2623	DNIS	Toronto
8884104432	I3	DID	Dundas
8884115620	4168551544	DID	Toronto
8884115958	8884115958	DNIS	Toronto
8884116072	2476	DNIS	Toronto
8884116073	4168551538	DID	Toronto
8884175554	3903	DNIS	EDM
8884321111	2603	DNIS	Toronto
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8884481313	7451	DNIS	VAN
8884491313	4162077748	DID	Vancouver
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8884514946	2501	DNIS	Toronto
8884515717	2406	DNIS	Toronto
8884515718	2503	DNIS	Toronto
8884561255	3505	DNIS	Toronto
8884561261	3506	DNIS	Toronto
8884561283	604 630 2657	DID	Dundas

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8884561289	I3 CLLI	DID	Dundas
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8884561293	4168551553	DID	Toronto
8884561294	4168551740	DID	Toronto
8884561295	2407/Inside Sales	DNIS	Toronto
8884561297	3003	DID	Toronto
8884561366	4162077151	DNIS	Toronto
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8884721233	3722	DNIS	Dundas
8884844405	7803286092	DID	Dundas
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8884992188	2405	DNIS	Toronto
8884992190	3580	DNIS	EDM
8884992191	3581	DNIS	EDM
8884992192	3582	DNIS	EDM
8884995484	4166820999	DID	Toronto
8885018430	2601	DNIS	Toronto
8885028380	4168551505	DID	Toronto
8885028389	2629	DNIS	Toronto
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8885245623	4162381445	DID	Dundas
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8885245623			Dundas
8885440344	3964	DNIS	EDM
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8885605188	3960	DNIS	EDM
8885605599	3952	DNIS	EDM
8885605688	3963	DNIS	EDM
8885608680	7039944430	DID	McLean
8885608688	3034	DNIS	Vancouver
8885652244	3584	DNIS	EDM
8885676757	7434	DNIS	VAN
8885746362	2105	DNIS	Toronto

8885746639	3767	DNIS	Dundas
8885749085	4162077044	DID	Toronto
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8885863529	6136881906	DID	Ottawa
8885868555	4167774150	DID	Toronto
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8886039723	3390	DNIS	EDM
8886066381	13	DID	Dundas
8886077060	4162077600	DID	Dundas
8886099099	6048910829	DID	Toronto
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8886107990	3597	DNIS	EDM
8886148772	4168553263	DID	Dundas
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8886164742	4168551532	DID	Toronto
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8886164745	6477261091	DID	Toronto
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8886164748	2453	DNIS	Toronto
8886164749	4168551739	DID	Toronto
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8886164751	6477261086	DID	Toronto
8886166237	2526	DNIS	Toronto
8886166238	2487	DNIS	Toronto
8886166239	6477251069	DID	Toronto
8886166240	6477261093	DID	Toronto
8886166242	6477251070	DID	Toronto
8886166243	2609	DNIS	Toronto
8886166244	2608	DNIS	Toronto
8886166247	6477261046	DID	Toronto
8886166248	8886166248	DNIS	Windsor
8886166249	5196641163	DID	Guelph
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8886264021	3398	DNIS	EDM
8886276973	6046302621	DID	Dundas
8886312251	8886312251	DNIS	Toronto
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8886556351	3344	DNIS	EDM

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8886585969	3636	DNIS	Toronto
8886607050	3443	DNIS	Dundas
8886656673	3937	DNIS	EDM
8886708356	6136563413	DID	Toronto
8886710964	4168553261	DID	Montreal
8886788964	3938	DNIS	EDM
8886886869	3586	DNIS	EDM
8886887006	3587	DNIS	EDM
8886889733	3394	DNIS	EDM
8886990030	3633	DNIS	EDM
8886990039	3634	DNIS	EDM
8886990046	2431	DNIS	Toronto
8886990048	3635	DNIS	EDM
8886990052	2432	DNIS	Toronto
8886990053	3636	DNIS	EDM
8886990054	6477261089	DID	Toronto
8886990055	3637	DNIS	EDM
8886999980	13	DID	Dundas
8887009301	3588	DNIS	EDM
8887009493	4162077123	DID	Toronto
8887013088	3342	DNIS	EDM
8887322615	4169554350	DID	Toronto
8887322857	3725	DNIS	Dundas
8887323876	3751	DNIS	Dundas
8887325312	5067376457	DID	Toronto
8887325942	3075	DNIS	Toronto
8887330241	T9K testing	DNIS	Toronto
8887330258	2724	DNIS	Toronto
8887330346	3368	DNIS	EDM
8887335045	3726	DNIS	Dundas
8887335315	3369	DNIS	EDM
8887386327	5196641163	DID	gUELPH
8887558588	3423	DNIS	EDM
8887558588	3035	DNIS	Vancouver
8887728877	3387	DNIS	EDM
8887771370	3063	DNIS	EDM
8887771371	3064	DNIS	EDM
8887771406	3065	DNIS	EDM
8887771407	3021	DNIS	Dundas
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8887910156	3612	DNIS	EDM
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8887910219	3590	DNIS	EDM
8887910221	3591	DNIS	EDM
8887910226	3592	DNIS	EDM
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8887919922	3593	DNIS	EDM
8888009004	3594	DNIS	EDM
8888085790	3701		Dundas
8888099893	4168553250	DID	Toronto
8888125662	6136563562	DID	Vancouver
8888167070	4162077079	DID	Dundas
8888238588	2605	DNIS	Toronto
8888238989	5149405000	DID	Montreal
8888266486	7435	DNIS	VAN
8888296162	2030	DNIS	Toronto
8888296197	5199634559	DID	Toronto
8888296413	3370/3370	DNIS	EDM/VAN
8888386327	3939	DNIS	EDM
8888413418	5149048434	DID	Dundas
8888414291	3762	DNIS	Dundas
8888415256	2419	DID	Toronto
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8888417256	4168551742	DID	Toronto
8888417477	2484	DNIS	Toronto
8888417634	4168551821	DID	Dundas
8888417860	2426	DNIS	Toronto
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8888485316	3616	DNIS	EDM
8888583022	3617	DNIS	EDM
8888584668	2602	DNIS	Toronto
8888651234	6132288313	DID	Toronto
8888762188	3388	DNIS	EDM
8888770217	4162077629	DID	Toronto
8888770222	4162363600	DID	Toronto
8888770223	6046840638	DID	Vancouver
8888809801	3056	DNIS	EDM
8888809803	3057	DNIS	EDM
8888809804	3058	DNIS	EDM

8888809805	3059	DNIS	EDM
8888809807	3060	DNIS	EDM
8888809809	3061	DNIS	EDM
8888809811	3062	DNIS	EDM
8888809893	3442	DNIS	Dundas
8888809894	4169554350	DID	Dundas
8888809895	4162381305	DID	Dundas
8888809896	6046302556	DID	Vancouver
8888814353	3389	DNIS	EDM
8888823297	8714	DNIS	EDM
8888828869	6477261044	DID	Toronto
8888844844	3941	DNIS	EDM
8888889569	6046302625	DID	Dundas
8888947502	4162077196	DID	Toronto
8888950336	3759	DNIS	Toronto
8888950339	3764	DNIS	Dundas
8889030063	3595	DNIS	EDM
8889248899	3596	DNIS	EDM
8889259855	6048910840	DID	Toronto
8889259855	6048910840	DID	VAN
8889468351	7452	DNIS	VAN
8889587901	3194	DNIS	Toronto
8889587902	3195	DNIS	Toronto
8889587903	3196	DNIS	Toronto
8889587904	4162073377		Toronto
8889587905	6477261045	DID	Toronto
8889587906	6477261019	DID	Toronto
8889587908	4168551520	DID	Toronto
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8889587911	6477261008	DID	Toronto
8889587912	8889587912		Toronto
8889587913	Rob Payne		Toronto
8889587914	3648	DNIS	Toronto
8889587915	3649	DNIS	Toronto
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8889587917	TBB	3653	Toronto
8889587918	TBB	3654	Toronto
8889587919	TBB	3655	Toronto
8889587920	TBB	3656	Toronto
8889587921	TBB	3657	Toronto
8889587922	TBB	3658	Toronto



8889587923	TBB	3659	Toronto
8889587925	2056	DNIS	Toronto
8889587926	2513	DNIS	Toronto
8889589480	3730	DNIS	Van
8889589481	3731	DNIS	Van
8889589482	3732	DNIS	Van
8889589483	3733	DNIS	Van
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8889597934	3420	DNIS	Dundas
8889597935	3421	DNIS	Dundas
8889597936	3422	DNIS	Dundas
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8889597939	3425	DNIS	Dundas
8889597940	3426	DNIS	Dundas
8889597941	3427	DNIS	Dundas
8889597942	3428	DNIS	Dundas
8889597943	3429	DNIS	Dundas
8889675368	3090	DNIS	EDM
866 633 7329	3432	DNIS	EDM
8662738874	Souvenir Magazine	DNIS	Dundas
8667504000	4162077600		
8669704000	4162077600		
8774143364	4162078767	DID	Dundas
8882605264	3735	DNIS	Dundas
8883098969	3736	DNIS	Dundas
8885401831	3048	DNIS	Dundas

**Schedule I – Form of Approval and Vesting Order**

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Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
JUSTICE )  
 )  
 )

WEEKDAY, THE #  
DAY OF MONTH, 2016

**B E T W E E N:**

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

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (the "**Vendors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (as may be amended, restated or modified from time to time in accordance with paragraph 2 hereof, the "**Sale Agreement**") between the Vendors and [NAME OF PURCHASER] (the "**Purchaser**") dated [DATE] and appended to the affidavit of [•] sworn [•], and vesting in the Purchaser the Vendors' right, title and interest in and to the assets described and defined in the Sale Agreement as the "**Purchased Assets**" (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [•] sworn [•] and the [First] Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "**Monitor**") of the Vendors and on hearing the submissions of counsel for the Monitor, the Vendors, the Purchaser and those other parties

present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning given to them in the Sale Agreement.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Purchaser, with the approval of the Monitor, may agree upon. The Vendors and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS that the Vendors are authorized and directed to perform their obligations under the Sale Agreement and any ancillary documents related thereto.

4. THIS COURT ORDERS AND DECLARES that, other than the transfer of the Regulated Customer Relationships which shall vest absolutely in the Purchaser free and clear of and from any and all Encumbrances (as defined below) when such Regulated Customer Relationships transfer to the Purchaser in accordance with the terms of the Sale Agreement, upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, taxes, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: **[(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; and (ii)]** all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are

collectively referred to as the “Encumbrances” and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS AND DIRECTS:

- (i) the Monitor, from and after the Closing Time, to hold the Regulated Customer Relationships Escrow, if applicable, in escrow, in a segregated bank account in the name of the Monitor (the “**Escrow Account**”);
- (ii) the Monitor to release the Regulated Escrow Funds, or any portion thereof, from the Escrow Account to an account to be designated by the Monitor (the “**Designated Account**”), at such times and in such amounts as are contemplated by the Sale Agreement and upon the release of such funds from the Escrow Account the Purchaser shall have no claim, interest or right in or to the portion of the Regulated Escrow Funds released by the Monitor from the Escrow Account to the Designated Account;
- (iii) the Monitor to as soon as reasonably practicable following the day which is 6 months from the Closing Date (the “**Escrow Outside Date**”), return to the Purchaser any amount of the Regulated Escrow Funds remaining in the Escrow Account on the Escrow Outside Date and upon the return of the Remaining Escrow Funds to the Purchaser the Vendors shall have no claim, interest or right in or to the Remaining Escrow Funds;

in each case, unless otherwise ordered by this Court, and in each case the Monitor shall incur no liability with respect to its administration of the Regulated Customer Relationships Escrow, the Escrow Account or the Designated Account.

6. THIS COURT ORDERS that Monitor is authorized 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, including the net proceeds from

the sale of the Regulated Customer Relationships when released from the Escrow Account 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.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Monitor's Certificate.

9. THIS COURT ORDERS that upon the registration in the Canadian Intellectual Property Office of a copy of this Order, the applicable Registrar is hereby directed to transfer all of the Vendors' right, title and interest in and to the Purchased Intellectual Property to the Purchaser, free and clear of and from any and all Claims.

10. THIS COURT ORDERS that, provided that the Sale Agreement has not been terminated, any plan of compromise or arrangement that may be filed by the Vendors shall not derogate or otherwise affect any right or obligation of the Vendors or the Purchaser under the Sale Agreement unless otherwise agreed by the Vendors and the Purchaser.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendors and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

12. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. THIS COURT ORDERS that the Sale Agreement and any ancillary documents related thereto shall not be repudiated, disclaimed or otherwise compromised in these proceedings.

14. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

15. 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 and the Monitor and their 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 Vendors and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendors and the Monitor and their agents in carrying out the terms of this Order.

**Schedule A – Form of Monitor’s Certificate**

Court File No. \_\_\_\_\_

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

**B E T W E E N:**

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

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “**Court**”) dated [DATE OF ORDER], Primus Telecommunications Canada Inc., Primus Telecommunications, Inc. and Lingo, Inc. (the “**Vendors**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 and FTI Consulting Canada Inc. was appointed as the Monitor (the “**Monitor**”) of the Vendors.

B. Pursuant to an Order of the Court dated [DATE] (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (as may be amended, restated or modified from time to time, the “**Sale Agreement**”) between the Vendors and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Vendors’ right, title and interest in and to the Purchased Assets (other than the Regulated Customer Relationships, which shall vest in the Purchaser in accordance with the terms of the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Closing Cash Payment; (ii) that the conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Vendors and

the Purchaser (as applicable); and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Vendors and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Vendors and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable;
2. The Monitor has received the Closing Cash Payment and the Regulated Customer Relationships Escrow, if applicable; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI Consulting Canada Inc., in its capacity as  
Monitor of Primus Telecommunications Canada  
Inc., Primus Telecommunications, Inc. and  
Lingo, Inc., and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:



## Schedule J – Form of Management Services Agreement

### MANAGEMENT SERVICES AGREEMENT

**THIS MANAGEMENT SERVICES AGREEMENT** (the “Agreement”) is made as of [•], 2016 by and among Birch Communications, Inc., a Georgia corporation (“Manager”), and Primus Telecommunications, Inc., a Delaware corporation and Lingo, Inc., a Delaware corporation (collectively “Sellers”). Each Seller and Manager are referred to individually in this Agreement as a “Party” and, collectively as the “Parties”.

#### WITNESSETH:

A. Sellers, Manager and Primus Telecommunications Canada Inc. have entered into an Asset Purchase Agreement dated as of [•], 2016 (the “Asset Purchase Agreement”), whereby Manager has agreed to purchase the Purchased Assets.

B. The Parties acknowledge and agree that certain Required Approvals must be obtained before certain of the Purchased Assets of Seller may be transferred to Manager and that Sellers have retained *de facto* and *de jure* control of each of such assets pending receipt of the applicable Required Approval(s) required to transfer such assets.

C. In order to assure uninterrupted operation of the Business in the United States and Puerto Rico pending issuance of the Required Approvals, Sellers and Manager desire to enter into this Agreement for the purpose of establishing the terms under which Manager will, in a manner consistent with Applicable Law, and at the direction and control (*de jure* and *de facto*) of Sellers, manage customer and CABS accounts in the United States and Puerto Rico (“Customer Accounts”) pending the necessary Required Approval(s) to transfer such Customer Accounts to Manager.

**NOW, THEREFORE**, in consideration of the above recitals and mutual promises and other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions; Conflicts. Any capitalized term not otherwise defined in this Agreement shall have the meaning assigned to such term in the Asset Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the provision of the Asset Purchase Agreement shall control.
2. Appointment. On the terms set forth in this Agreement, Sellers hereby engage Manager as their sole and exclusive manager of the Customer Accounts, and Manager hereby accepts such sole and exclusive engagement.
3. Duties and Authority of Manager.

(a) Subject to the provisions of Section 4 of this Agreement, during the Term (as defined below) Manager shall have power, authority and responsibility to manage the Customer Accounts in the ordinary course of business.

(b) Nothing contained in this Agreement is intended to give Manager: (i) any right which would constitute a transfer of *de jure* or *de facto* "control" (as defined under Applicable Law) by Sellers of any of the Customer Accounts. The services provided by Manager under this Agreement are not intended to materially diminish or restrict Sellers' ability to comply with their obligations under Applicable Laws. This Agreement shall not be construed to materially diminish or interfere with Sellers' ability to comply with the rules, regulations or directives of any Governmental Authority.

(c) Manager shall be responsible for all costs and expenses to provide telecommunications services to the Customer Accounts via itself and its selected vendors, as well as provide all billing, provisioning, customer service, technical support, repair and other related services. Manager shall be responsible for monitoring all of the administrative and governmental notice, filing, reporting, tax, fee and permit requirements with respect to the Customer Accounts and, when such notices, reports or fees fall due, Manager shall submit to Sellers those notices, reports, invoices or other submissions for Sellers to remit to the appropriate agency (together with documentation supporting the calculations thereon, instructions for remission, and payment reimbursing Sellers for any fees or taxes Sellers must pay each such agency). Manager shall only be responsible for supplying documentation and payment reimbursement to Sellers that relate to the time periods after the Closing Date. Sellers shall promptly forward to Manager any correspondence or communication they receive from any Governmental Authority regarding the Customer Accounts.

(d) Manager shall cooperate with Sellers in providing customer-specific information it may have to the extent required for Sellers to respond to any complaints from any Governmental Authority.

(e) Manager may use Sellers' names and logos on invoices and as part of customer service and in any other capacity required in order to provide the management services for the Customer Accounts.

(f) Upon Sellers' request, Manager will prepare for Sellers draft zero revenue reports and returns, for Sellers' respective officers' signatures. Seller will assist Manager in identifying the necessary returns and reports. Manager shall not be responsible for the quality of such reports, or any deficiencies in Sellers' past reports or filings. In no event shall Manager be responsible for signing any report or filing in Sellers' names or otherwise on behalf of Sellers.

#### 4. Duties and Authority of Seller.

(a) For a period from the Closing Date until the termination of this Agreement, Sellers shall maintain in full force and effect all of their current corporate registrations and filings and FCC and State PUC and other regulatory authorizations, licenses, registrations, tariffs and approvals ("Licenses"). Sellers shall (i) submit all

filings required to keep the Licenses in full force and effect and (ii) be responsible for the costs of maintaining such Licenses. For the avoidance of doubt, Sellers are required to submit any and all filings and any payments relating to such filings that relate to time periods prior to the Closing Date, including but not limited to FCC 499 filings and related payments.

(b) Sellers shall cooperate fully with Manager in obtaining all Required Approvals required to complete the transactions contemplated by the Asset Purchase Agreement, including without limitation by providing any necessary information and signatures and promptly resolving any prior failures by Sellers to comply with any License.

5. Term. The term of this Agreement (the "Term") shall commence on the Closing Date and shall automatically terminate upon the earlier of (i) the consummation of the transfer of all of the Customer Accounts to Manager pursuant to Section 8.1 of the Asset Purchase Agreement, or (ii) nine months after the date hereof.

6. Management Fee. In consideration for the services provided by Manager to Sellers hereunder, Manager shall collect and retain all accounts receivable, credits, receipts and compensation related to the Customer Accounts for the Term and thereafter, as fully as if Seller had transferred the Customer Accounts to Manager at the Closing pursuant to the Asset Purchase Agreement.

7. Regulatory Compliance. The Parties desire that this Agreement and the obligations hereunder be in full compliance with (i) the terms and conditions of the Sellers' State PUC licenses; (ii) all applicable rules, regulations and policies of the FCC and State PUCs; (iii) the Communications Act of 1934, as amended, (the "Act"); and (iv) any other Applicable Law. If the FCC or any State PUC determines that any provision of this Agreement violates any applicable rules, regulations, or policies, the Parties shall make reasonable efforts to immediately bring this Agreement into compliance, consistent with the terms of this Agreement. It is expressly understood by the Parties that nothing in this Agreement is intended to give, or shall be construed to give, Manager any right which would be deemed to constitute a transfer of control or an assignment (as "control" and "assignment" is defined in the Act, and/or any applicable FCC or state regulations, rules or case law) by the Sellers of any of the Customer Accounts, FCC licenses, or State PUC licenses of Sellers, during the Term hereof.

8. Assignment of Rights Under Agent Agreements. Sellers hereby assign to Manager, the right to enforce the non-solicitation of customer clauses under all agreements, whether or not terminated or expired, with agents or similar dealer and agent sales agreements between Sellers and third parties ("Agent Agreements").

9. Assignment of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed); provided, however, that

Manager may assign this Agreement and its rights, interests and obligations hereunder at any time to any Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

10. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be given in accordance with Section 9.2 of the Asset Purchase Agreement or to such other place and with such other copies as any Party may designate as to itself by written notice to the other Parties.

11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (WITHOUT REFERENCE TO THE CHOICE OF LAW PROVISIONS OF GEORGIA LAW).

12. Entire Agreement; Amendments and Waivers. This Agreement together with the Asset Purchase Agreement, including all Exhibits and Schedules thereto, constitute the entire agreement among the parties pertaining to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto. A facsimile signature page shall be deemed an original, unless an original is required by Applicable Laws.

14. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

15. Indemnification by Manager. Manager will indemnify and hold harmless the Sellers and all officers, directors, employees, stockholders, partners, members and agents of the Sellers (individually, a "Seller Indemnitee") from and against any and all damages arising out of Manager's gross negligence or willful misconduct in connection with the performance of the services under this Agreement.

*[Signature page follows.]*

Executed on the date first set forth above.

**PRIMUS TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LINGO, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BIRCH COMMUNICATIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule K – Regulated Customer Relationship Values by State**

State	Value
CA	\$799,781.19
FL	\$183,078.06
NY	\$152,625.83
TX	\$113,420.86
MD	\$103,938.73
MN	\$91,721.37
AZ	\$77,498.18
IL	\$72,392.41
NJ	\$64,916.12
AR	\$55,069.29
VA	\$53,792.85
MI	\$52,881.11
MA	\$48,687.09
GA	\$45,769.51
WI	\$43,946.02
WA	\$43,398.98
OH	\$41,575.49
NC	\$41,028.45
MO	\$37,199.12
PA	\$33,552.15
CO	\$30,634.57
IA	\$29,175.78
AL	\$27,716.99
KS	\$26,075.86
NV	\$22,428.88
OR	\$20,058.35

ND	\$18,599.56
CT	\$16,229.03
ME	\$15,317.29
IN	\$13,676.15
UT	\$12,946.75
ID	\$12,946.75
NH	\$10,758.57
TN	\$10,211.52
VT	\$9,664.48
NE	\$8,570.39
SC	\$7,840.99
SD	\$7,476.29
LA	\$6,929.25
KY	\$6,017.51
OK	\$5,288.11
DC	\$4,376.37
NM	\$4,011.67
DE	\$3,646.97
MS	\$3,282.28
RI	\$2,917.58
MT	\$2,735.23
WV	\$2,188.18
HI	\$1,094.09
WY	\$547.05
AK	\$364.70
TOTAL	\$2,500,000.00

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# Appendix B

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**Zayo Email of June 26, 2016 and  
Monitor's June 26 Response Email**

## Hamidi, Kamran

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**From:** Hamidi, Kamran on behalf of Project Primus  
**Sent:** Tuesday, January 26, 2016 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](mailto:primus@fticonsulting.com) or by phone at 416 649-8062 or 1-855-649-8062.

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**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](mailto:julie.wongbarker@allstream.com) | [www.allstream.com](http://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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