UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): July 31, 2013

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	001-35210	54-1708481
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS. Employer Identification No.)

460 Herndon Parkway, Suite 150 Herndon, VA	20170
(Address of principal executive offices)	(Zip Code)

(703) 902-2800
(Registrant's telephone number, including area code)

460 Herndon Parkway, Suite 150, Herndon, VA 20170
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.02 Termination of a Material Definitive Agreement.

On July 31, 2013, Primus Telecommunications Holding, Inc. ("PTHI"), a wholly-owned subsidiary of Primus Telecommunications Group, Incorporated ("PTGi"), satisfied and discharged the Indenture, dated as July 7, 2011 (as supplemented and amended, the "10% Notes Indenture"), by and among PTHI, the guarantors named therein (the "10% Notes Guarantors"), and U.S. Bank National Association, as Trustee and Collateral Agent (the "10% Notes Trustee"), relating to the PTHI's 10% Senior Secured Notes due 2017 (the "10% Notes"). In connection with the satisfaction and discharge, PTHI issued a notice of redemption for all outstanding 10% Notes with a redemption date of August 30, 2013 and irrevocably deposited $130,802,365 in cash with the 10% Notes Trustee, representing the principal amount of the 10% Notes to be redeemed, the applicable redemption premium with respect to the 10% Notes constituting Initial Notes (as defined in the 10% Notes Indenture) and accrued but unpaid interest on all of the outstanding 10% Notes to the redemption date. The total principal amount of 10% Notes to be redeemed is $125,279,394, consisting of $12,692,208 aggregate principal amount of Initial Notes at a redemption price of 106.50% of the principal amount thereof, $86,875,955 aggregate principal amount of Exchange Notes (as defined in the 10% Notes Indenture) at a redemption price equal to 100% of the principal amount thereof and $25,711,231 aggregate principal amount of Exchange Additional Notes (as defined in the 10% Notes Indenture) at a redemption price equal to 100% of the principal amount thereof. As a result of the satisfaction and discharge, all of the obligations of PTHI and the 10% Notes Guarantors under the 10% Notes Indenture ceased to be of further effect (subject to certain exceptions) and the liens on collateral of PTHI and the Guarantors securing the 10% Notes were released.

Also on July 31, 2013, PTHI and Primus Telecommunications Canada, Inc. ("PTCI"), a wholly-owned subsidiary of the Company, satisfied and discharged the Indenture, dated as of December 22, 2009 (as supplemented and amended, the "13% Notes Indenture"), by and among PTHI and PTCI, as issuers (the "13% Notes Issuers"), the guarantors named therein (the "13% Notes Guarantors"), the Bank of New York Mellon, as Trustee (the "13% Notes Trustee"), U.S. Bank National Association, as U.S. Collateral Trustee, and Computershare Trust Company of Canada, as Canadian Collateral Trustee, relating to the Units of the 13% Notes Issuers, each Unit consisting of $653.85 principal amount of 13% Senior Secured Notes Due 2016 of PTHI and $346.15 principal amount of 13% Senior Secured Notes Due 2016 of PTCI (collectively, the "13% Notes"). In connection with the satisfaction and discharge, the 13% Notes Issuers issued a notice of redemption for all outstanding 13% Notes with a redemption date of August 30, 2013 and irrevocably deposited $2,710,963 in cash with the 13% Notes Trustee, representing the principal amount of the 13% Notes to be redeemed, the applicable redemption premium with respect to such 13% Notes and accrued but unpaid interest on such 13% Notes to the redemption date. The total principal amount of 13% Notes to be redeemed is $2,403,000. As a result of the satisfaction and discharge, all of the obligations of 13% Notes Issuers and the 13% Notes Guarantors under the 13% Notes Indenture ceased to be of further effect (subject to certain exceptions). Liens on collateral securing the 13% Notes had previously been released in connection with the amendment of the 13% Notes Indenture that became effective on July 7, 2011.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 31, 2013, PTGi, PTHI, Primus Telecommunications International, Inc. and Lingo Holdings, Inc., direct or indirect wholly owned subsidiaries of PTGi, completed the sale of all of the outstanding equity of each of Lingo, Inc. ("Lingo"), iPrimus, USA, Inc. ("iPrimus"), 3620212 Canada Inc. ("Primus Canada"), PTCI, Telesonic Communications Inc. ("Telesonic"), and Globility Communications Corporation ("Globility", and together with Lingo, iPrimus, Primus Canada, PTCI and Telesonic, the "Companies"), indirect or direct wholly owned subsidiaries of PTGi, to PTUS, Inc. and PTCAN, Inc., affiliates of York Capital Management, an investment firm, for approximately US$126 million (the "Transaction"). Prior to the disposition, the Companies conducted PTGi's retail telecommunications operations in the United States and Canada. Such operations represented 87.1% of PTGi's net revenue for the year ended December 31, 2012.

The sale of all of the outstanding equity of Primus Telecommunications, Inc. to US Acquireco for approximately $3 million will be completed at a later date once required regulatory approvals for the sale have been obtained.

Pro forma financial information with respect to the Transaction is provided in Item 9.01 of this Current Report on Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Andrew Day

On July 31, 2013, Andrew Day, who has served as the Company's President and Chief Executive Officer since January 1, 2013, resigned from all positions with the Company, effective July 31, 2013.

In connection with Mr. Day's resignation, the Company entered into a Separation and Release Agreement (the "Separation Agreement") with Mr. Day. Pursuant to the Separation Agreement, Mr. Day's employment with the Company is deemed terminated without cause for purposes of that certain Employment Letter, dated February 9, 2012 (the "Employment Letter"), between Mr. Day and the Company, and Mr. Day became entitled to the following severance benefits: (i) $1,201,589 CAD; (ii) the accelerated vesting of 17,368 unvested RSUs held by Mr. Day and a payment of $69,472 for dividend equivalents accrued with respect to such unvested RSUs; and (iii) payment of health insurance premiums until July 31, 2014.

The Separation Agreement also contains customary release and non-disparagement provisions.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Appointment of Robert Pons

On July 31, 2013, the Board of Directors of PTGi appointed Robert Pons to serve as the President and Chief Executive Officer of the Company, effective as of August 1, 2013.

Mr. Pons was named to PTGi's Board of Directors in September 2011 and will continue to serve on PTGi's Board of Directors. He served on PTGi's Compensation Committee from September 2011 to July 2013. Mr. Pons is Chairman of LiveWire Mobile, Inc., a comprehensive one-stop digital content solution for mobile carriers, handset manufacturers and media companies. Prior, he was Senior Vice President of TMNG Global, a leading provider of professional services to the converging communications media and entertainment industries and the capital formation firms that support it. Mr. Pons also served as President and Chief Executive Officer of Uphonia, Inc. (previously SmartServ Online, Inc.), a wireless applications service provider. Previous to this, he was President of FreedomPay, Inc., a wireless device payment processing company. Mr. Pons was also President of Lifesafety Solutions, Inc., an enterprise software company. Mr. Pons has over 25 years of senior management experience with telecommunications companies including MCI, Sprint, and Geotek. Mr. Pons also currently serves on the board of directors of Concurrent Computer Corporation, a global leader in multi-screen video delivery, media data management and monetization, and Point-to-Multipoint 4G wireless network technologies for wireless Internet, video surveillance and backhaul applications and serves as the Vice-Chairman of MRV Communications. Within the past five years, he has also served on the boards of directors of Proxim Wireless Corporation, Network-1 Security Solutions, Inc. and Arbinet Corporation from April 2009 until its acquisition by PTGi in February 2011. Mr. Pons received a B.A. degree from Rowan University.

In connection with his appointment as President and Chief Executive Officer, Mr. Pons resigned from the Compensation Committee.

Mr. Pons will continue to receive Board of Directors fees, but will receive no additional salary for his service as President and Chief Executive Officer.

Item 7.01 Regulation FD Disclosure.

On July 31, 2013, PTGi issued a press release, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference, relating to the completion of the Transaction.

The information furnished pursuant to this Item 7.01 and Exhibit 99.1 attached hereto is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section, nor shall it be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing. The furnishing of the information furnished pursuant to this Item 7.01 and Exhibit 99.1 attached hereto is not intended to constitute a determination by PTGi that the information is material or that the dissemination of the information is required by Regulation FD.

Forward-Looking Statements

In this report and in reports subsequently filed by PTGi with the Securities and Exchange Commission ("SEC") on Forms 10-K and 10-Q and filed or furnished on Form 8-K, and in related comments by management of PTGi, our use of the words "expect," "anticipate," "estimate," "forecast," "initiative," "objective," "plan," "goal," "project," "outlook," "priorities," "target," "intend," "evaluate," "pursue," "seek," "may," "would," "could," "should," "believe," "potential," "continue," "designed," "impact," or the negative of any of those words or similar expressions is intended to identify forward-looking statements that represent our current judgment about possible future events. All statements in this report and subsequent reports which PTGi may file with the SEC on Form 10-K or Form 10-Q or file or furnish on Form 8-K, other than statements of historical fact, including without limitation, statements about future events and financial performance, are forward-looking statements that involve certain risks and uncertainties. We believe these judgments are reasonable, but these statements are not guarantees of any events or financial results, and PTGi's actual results may differ materially due to a variety of important factors that may be revised or supplemented in subsequent reports on SEC Forms 10-K, 10-Q, and 8-K. Such factors include, among others, PTGi's ability to consummate the transactions contemplated by the Purchase Agreement within the timeframe and on the terms set forth in the Purchase Agreement and summarized in this report.

We caution investors not to place undue reliance on forward-looking statements. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events, or other such factors that affect the subject of these statements, except where we are expressly required to do so by law.

Item 8.01 Other Events.

Press Release

On July 31, 2013, the Company issued a press release, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference, announcing the closing of the Transaction, the redemption of the 10% Notes and 13% Notes and the resignation of Mr. Day and appointment of Mr. Pons.

CVRs

Pursuant to the terms of PTGi's 2009 bankruptcy reorganization (the "Reorganization Plan"), PTGi issued to holders of PTGi's pre-Reorganization Plan common stock contingent value rights ("CVRs") to receive shares of Company common stock (subject to adjustment, the "CVR Shares") in an original aggregate amount of up to 2,665,000 shares. The CVRs had an initial strike price of $35.95. In connection with the issuance of the CVRs, PTGi entered into a Contingent Value Rights Distribution Agreement dated July 1, 2009 (the "CVR Agreement") in favor of holders of CVRs. The CVR Agreement provides that valuations of PTGi's equity will be made on January 1 and July 1 of each year, commencing on July 1, 2013 and on the business day immediately preceding the date that a Change of Control (as defined in the CVR Agreement) is consummated, and in the event that the per share equity value exceeds the strike price a distribution of common stock will be made to the holders of the CVRs. As a result of antidilution adjustments made in connection with prior cash dividends on PTGi's common stock, the maximum aggregate number of CVR Shares issuable with respect to the CVRs was adjusted upward from 2,665,000 shares to 3,657,157 shares while the strike price with respect to the CVRs was adjusted downward from $35.95 to $26.20.

The consummation of the transactions contemplated by the Purchase Agreement constituted a Change of Control under the CVR Agreement. Accordingly, PTGi obtained the valuations required by the CVR Agreement as of July 1, 2013 and as of July 30, 2013, the business day immediately preceding the closing date for the transactions contemplated by the Purchase Agreement. In neither case did the per share price established through the valuation exceed the CVR strike price, and therefore no distribution of common stock will be made pursuant to the CVR Agreement.

In addition, the CVR Agreement provides that the CVRs would terminate upon the consummation of a Change of Control, and therefore no future valuations or distributions of common stock with respect to the CVRs shall be made.

Item 9.01 Financial Statements and Exhibits.

(b) *Pro Forma Financial Information*.

Unaudited pro forma financial information of PTGi required by Article 11 of Regulation S-X is attached hereto as Exhibit 99.3 and is incorporated by reference herein.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Separation and Release Agreement, dated July 31, 2013, by and between PTGi, PTCI and Andrew Day.
99.1	Press Release, dated July 31, 2013
99.2	Unaudited Pro Forma Consolidated Financial Information

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 31, 2013

Primus Telecommunications Group, Incorporated

By:	/s/ John D. Filipowicz
Name:	John D. Filipowicz
Title:	General Counsel

EXHIBIT INDEX

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Exhibit 10.1

SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT (the "Agreement") is made and entered into by and between Andrew Day (the "Employee") and Primus Telecommunications Group, Incorporated and Primus Telecommunications Canada Inc. (together, the "Employer"), effective as of July 31, 2013 at 2:00 pm Eastern Daylight Savings Time.

WHEREAS, the Employer and the Employee entered into an employment agreement dated April 1, 2004, as amended February 24, 2011 (the "Employment Agreement");

WHEREAS, the Employer and the Employee entered into an employment letter dated February 24, 2011, as amended February 9, 2012 (the "Employment Letter");

WHEREAS, effective July 31, 2013, the Employee's employment with the Employer was terminated by the Employer "without cause" (as defined in the Employment Letter); and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The parties acknowledge and agree that the Employee's employment with the Employer has been terminated effective July 31, 2013 (the "Termination Date"). The Employee acknowledges and agrees that the Employer has no obligation to re-employ the Employee at any time in the future and, if the Employee should seek employment with the Employer at some future date, that the Employer may choose to decline the Employee's request for future employment, without consequence to the Employer. The Employer agrees that it will not contest the Employee's eligibility for unemployment compensation benefits. Notwithstanding the foregoing, nothing in this Section 1 shall prohibit the Employer from responding truthfully to inquiries from any governmental agency or regulatory authority concerning the Employee's employment with the Employer or the termination thereof.

2. The Employer shall (i) pay the Employee the amount of $1,201,589 CAD, less applicable deductions and withholdings, which represents the Employee's severance, the special transaction bonus, and an annual performance bonus prorated to the Termination Date, payable in lump sum and commencing on the Employer's next regular scheduled pay date after the Termination Date; (ii) continue the Employee's participation (as it exists on the Termination Date) in Primus Telecommunications Canada Inc.'s group medical and dental insurance coverage/benefits plan (as it may be amended from time-to-time), until the earlier of July 31, 2014 or the date that the Employee is eligible for health care coverage/benefits under any other employer's plan, at which date coverage/benefits in Primus Telecommunications Canada Inc.'s plan will end; and (iii) continue the Employee's participation in Primus Telecommunications Canada Inc.'s group long term disability, accidental death and dismemberment and life insurance coverage/benefits plans and policies until August 14, 2013, *provided that* the Employee may have the right to convert his group insurance coverage to individual coverage within 31 days after the Termination Date (subject to the terms and conditions of the applicable plan and policy

which provides, *inter alia*, that individual life insurance coverage will not exceed CAD $200,000). ((i), (ii), and (iii) collectively, the "Severance Pay"). All other benefits, perquisites and entitlements whatsoever cease as of the Termination Date. In the event the Employee commences employment with a subsequent employer during the twelve (12) month period after the Termination Date, the Employee shall promptly notify the Employer in writing of the date the Employee commences such employment and shall respond promptly to any reasonable inquiries concerning the Employee's eligibility for health care coverage under such subsequent employer's plan.

3. The Employee currently holds restricted stock units ("RSUs") covering 17,368 shares of Common Stock and dividend equivalents in the aggregate amount of $69,472 (the "Dividend Equivalent Amount"), which RSUs shall vest on the Termination Date. On or before August 31, 2013, the Employer shall issue shares of Common Stock to the Employee in respect of the RSUs, net of shares of Common Stock to be withheld with respect to applicable deductions and withholdings, and shall pay the Employee in cash the Dividend Equivalent Amount, less applicable deductions and withholdings.

4. The Employee currently holds options (the "Stock Options") exercisable for 20,209 shares of Common Stock, par value $0.001 per share, of the Employer (the "Common Stock"), at an exercise price of $8.91 per share. The Stock Options shall continue to be exercisable until the close of business on July 31, 2014 and otherwise in accordance with the terms of the Primus Telecommunications Group, Incorporated Management Compensation Plan, at which time any unexercised Stock Options shall expire.

5. As a material inducement to the Employer to enter into this Agreement and in consideration of the Employer's promise to provide the Severance Pay pursuant to Section 2 above, the Employee, on behalf of the Employee, the Employee's heirs, legal representatives, executors, administrators and assigns, hereby irrevocably and unconditionally releases the Employer and all its parent companies, subsidiaries, affiliates and related entities, together with all of its and their current, former and future employees, directors, partners, members, shareholders, officers, agents, attorneys, representatives, insurers, predecessors, successors, assigns, and the like, and all persons acting by, through, under or in concert with any of them (collectively, the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages or causes of action, suits, rights, demands, costs, losses, contracts, bonds, covenants, contracts, debts and expenses (including attorneys' fees and costs incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, arising on or before the date the Employee signs this Agreement, including, but not limited to, any claims arising out of or related to (i) the Employment Letter, the Employment Agreement, or the Primus Telecommunications Group, Incorporated Management Compensation Plan, (ii) the Employee's employment with the Employer and the ending of that employment, (iii) any contract, express or implied, in writing or oral, and (iv) any rights or claims under any Canadian or U.S. federal, state or local statute prohibiting any form of discrimination, including, without limitation, the *Canada Labour Code,* as amended, and the *Canadian Human Rights Act,* as amended. This release specifically includes, but is not limited to, any claims based upon race, color, age, religion, sexual orientation, creed, sex, national

origin, ancestry, alienage, citizenship, nationality, mental or physical disability, marital status, harassment or any other basis prohibited by law. For greater certainty, the Employee agrees that he is aware of his rights under the *Canadian Human Rights Act*, and the Employee represents, warrants, and hereby confirms that he is not asserting such rights, alleging that any such rights have been breached, or advancing a human rights claim or complaint. In the event that the Employee hereafter makes any claim or demand or commences or threatens to commence any action, claim or proceeding or to make any complaint against any of the Releasees, this Release may be raised as an estoppel and complete bar to any such action, claim or proceeding. The Employee acknowledges that the consideration referred to herein shall not in any way be deemed to constitute an admission of any liability by any of the Releasees. The Employee represents and warrants, except as set forth herein, that the Employee has no claim of any nature or kind to any entitlement whatsoever arising under or from any group health or welfare insurance policy maintained by the Releasees for the benefit of its employees including disability, life insurance, retiree or pension plans. The Employee hereby confirms that he has no right to re-instatement, re-call or reemployment with any of the Releasees and, for certainty, the Employee waives and releases all rights that he had or may have had in this regard.

6. The Employee agree that he alone shall be responsible for all tax liability resulting from his receipt of the Severance Pay and any payments received by the Employee during the course of his employment with the Employer, except to the extent that the Employer has withheld funds for remittance to statutory authorities. The Employee covenants and agrees to save harmless and indemnify the Releasees from and against all claims, charges, taxes, penalties or demands which may be made by the Canada Revenue Agency or any other governmental authority requiring the Releasees (or any of them) to pay income tax, charges, taxes or penalties under the *Income Tax Act* (Canada) in respect of income tax payable by the Employee in excess of income tax previously withheld; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to Human Resources Development Canada and the Canada Pension Commission under the applicable statutes and regulations with respect to any amounts which may be in the future be found to be payable by the Releasees (or any of them) in respect of the Employee.

7. The Employee acknowledges and agrees that he has been given sufficient time to consider this Agreement and to seek such independent legal or other advice as deemed appropriate with respect to this Agreement. Employee acknowledges that Employee has voluntarily accepted the said terms of this Agreement for the purpose of making full and final compromise, adjustment and settlement of all claims. Employee acknowledges that no representation of fact or opinion, threat or inducement has been made or given by the Releasees to induce the signing of this Agreement.

8. The Employee represents and warrants that the Employee has not (i) filed or otherwise initiated any complaints or charges or lawsuits against the Employer or any other Releasee with any governmental agency or court or under any statute, or (ii) assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein the Employee has against the Employer or any other Releasee.

9. The Employee agrees that the Employee will not make, or cause to be made, any disparaging or defamatory comments about the Employer or about any other Releasee, nor will the Employee authorize, encourage or participate with anyone on the Employee's behalf to make such statements.

10. The Employee agrees to keep the terms, amount and fact of this Agreement completely confidential, except as may be required by law or legal process (except to the extent publicly disclosed by the Employer), and except that the Employee may reveal the terms of this Agreement to the Employee's immediate family and the Employee's legal, financial and tax advisors, provided that each such individual agrees not to reveal such information further.

11. The Employee acknowledges and agrees that the Severance Pay to be provided to the Employee under Section 2 above shall be in lieu of and discharge any obligations of the Employer to the Employee for any further compensation, severance benefits, or any other expectations of remuneration or benefit on the part of the Employee, except: (i) for the payment of any salary earned but not paid through the Termination Date, less applicable deductions and withholdings; (ii) for the payment of any accrued but unused vacation days as of the Termination Date, less applicable deductions and withholdings; and (iii) for the reimbursement of reasonable business expenses incurred by the Employee prior to the Termination Date, to be paid in accordance with the Employer's policy for reimbursement of employee business expenses; and (iv) to the extent that the Employee qualifies for benefits under the terms of any employee benefit or equity incentive plan (the "Equity Plan") following the Termination Date.

12. The Employee acknowledges that Employee has a legal obligation to refrain from trading in the Employer's securities while in possession of material non-public information regarding the Employer will continue after leaving the Employer and that after the Termination Date any transactions by the Employee in the Employer's securities will be affected by the Employee independently of the Employer.

13. The Employee acknowledges that, even though effective as of the Termination Date, the Employee will no longer be an executive officer of the Employer, any transaction by the Employee in the Employer's securities executed within a period of less than six months of an opposite-way transaction that occurred while the Employee was an executive officer of the Employer will continue to be subject to the reporting and liability provisions of Section 16 of the *Securities Exchange Act* of 1934, as amended, and the rules promulgated thereunder, and that the Employee will remain responsible for complying with such provisions. The Employee further acknowledges that, within 45 days after the end of the Employer's fiscal year, all former executive officers who conducted unreported transactions in the Employer's securities during the fiscal year may be required to file a year-end report with the Securities and Exchange Commission, and that the Employee's failure to respond on a timely basis to a request from the Employer for a written representation that no such filing is due may result in disclosure in the Employer's Proxy Statement and Annual Report on Form 10-K that the Employee is delinquent with respect to a required report.

14. This Agreement is knowingly and voluntarily entered into by all parties.

15. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements, understandings or arrangements between the parties as to the subject matter of this Agreement, except that the following shall survive this Agreement and remain in full force and effect in accordance with their terms: any provision of the Employment Letter or Employment Agreement that contemplates performance by the Employee after the Termination Date.

16. The Employee acknowledges that during his employment with the Employer, he had access to trade secrets and other confidential and/or proprietary information ("Confidential Information"). The Employee agrees that he will use his best efforts and utmost diligence to preserve, protect, and prevent the disclosure of such Confidential Information, and that he shall not, either directly or indirectly, use, misappropriate, disclose or aid any other person in disclosing such Confidential Information. The Employee acknowledges that as used in this Agreement, "Confidential Information" includes, but is not limited to, all methods, processes, techniques, practices, product designs, trade secrets, pricing information, billing histories, customer requirements, customer lists, employee lists, salary information, personnel matters, financial data, operating results, plans, contractual relationships, projections for new business opportunities for new or developing business for the Employer, its parent, subsidiaries or affiliates, and technological innovations in any stage of development. "Confidential Information" also includes, but is not limited to, all notes, records, software, drawings, handbooks, manuals, policies, contracts, memoranda, sales files, or any other documents generated or compiled by any employee of the Employer, its parent, subsidiaries or affiliates. Such information is, and shall remain, the exclusive property of the Employer, its parents, affiliates, subsidiaries and associated or related corporations and the Employee hereby covenants and agrees that he shall promptly return all such information to the Employer.

17. The Employee shall cooperate reasonably with the Employer to execute any documents or agreements related to the sale of the Business.

18. The Employee covenants and agrees that, during the six (6) month period following the Termination Date, the Employee will not, anywhere in Canada or the United States of America, knowingly, directly, as principal, agent, or otherwise (i) act in any way to solicit, divert, or take away any customer or employee of the Employer's International Carrier Services business as being carried on as of the termination date (the "ICS Business"), or (ii) interfere with the Employer's relationship with any customer or supplier of the ICS Business. The Employee hereby confirms his resignation effective as of the Termination Date, as an officer and a director of the Employer and all of its parents, affiliates, subsidiaries and associated or related corporations**.**

19. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to rules regarding conflicts of law. The Employee irrevocably submits to and recognizes the jurisdiction of Virginia's state courts or, if appropriate, a federal court located in the Commonwealth of Virginia (which courts,

for purposes of this Agreement, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Agreement of any subject addressed in this Agreement.

20. The provisions of this Agreement are severable, and if any part or provision of it is found to be unenforceable, the other parts and provisions shall remain fully valid and enforceable, provided, however, that if the release provided for in Section 5 above (or any part thereof) is found to be invalid, the parties shall negotiate a modification to such release to ensure the maximum enforceability permitted by law.

21. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

22. Neither this Agreement nor any part of it may be modified, amended, changed or terminated orally, and any modification, amendment, or termination must be in writing signed by the parties hereto. Any waiver of any term or provision of this Agreement must be in writing and signed by the party granting the waiver.

23. This Agreement shall be binding on the Employee and the Employee's heirs, administrators, representatives, executors and assigns and shall inure to the benefit of the Employer, its parent companies, subsidiaries and affiliates and to all of their successors and assigns.

24. Each party shall bear its or his own attorneys' fees and costs incurred in connection with this Agreement.

25. Any provision of this Agreement that contemplates performance after any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the date(s) indicated below.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

By: /s/ Neil Subin
Neil Subin
Chairman

Date: July 31, 2013

EMPLOYEE

/s/ Andrew Day
Andrew Day

Date: July 31, 2013

PRIMUS TELECOMMUNICATIONS CANADA INC

By: /s/ James Keeley
James Keeley
Secretary

Date: July 31, 2013

News Release

PTGi Completes Initial Closing of North American Telecom Sale to Affiliates of York Capital Management

Robert Pons Named CEO of PTGi

HERNDON, VA, July 31, 2013 – (Marketwire) – Primus Telecommunications Group, Incorporated (PTGi) (NYSE: PTGI), a leading international wholesale service provider to fixed and mobile network operators worldwide, announced today that it has completed the initial closing of its previously announced sale of its North American retail telecommunications operations in the United States and Canada to affiliates of York Capital Management. The initial transaction generated gross proceeds prior to transaction expenses of $126 million. $15.25 million of the gross proceeds has been placed in escrow to satisfy potential indemnification claims and purchase price adjustment obligations of PTGi. An additional $3.0 million has been placed in escrow for payment of the purchase price to PTGi for the separate closing of PTGi's PTI subsidiary, which is expected to occur sometime after the third quarter following receipt of regulatory approval.

In connection with the initial closing, PTGi is redeeming all of its $125,279,394 aggregate principal amount of outstanding 10% Senior Secured Notes due 2017 and all of its $2,403,000 aggregate principal amount of outstanding 13% Senior Notes due 2016. PTGi also expects to pay a special dividend to PTGi's stockholders, subject to Board approval. The timing and amount of any such special dividend have not yet been determined.

In connection with the initial closing, PTGi announced that its board of directors has appointed Robert Pons as PTGi's President and Chief Executive Officer, replacing Andrew Day. Mr. Pons was named to PTGi's board of directors in September 2011 and will continue to serve on PTGi's board of directors. He served on PTGi's Compensation Committee from September 2011 until July 2013. Mr. Pons is a veteran executive in the competitive telecommunication industry. He has served as an executive for MCI, Sprint, Goetek as well as LiveWire Mobile, Inc. He has also served on the boards of directors of Proxim Wireless Corporation, Network-1 Security Solutions, Inc. and Arbinet Corporation.

With the sale of PTGi's North American retail telecommunications operations, PTGi's remaining operating business consists of its International Carrier Services (ICS) business unit.

Neil Subin, Chairman of PTGi’s Board of Directors, stated “The first close of the North America Telecom transaction represents a successful outcome of PTGi’s strategic process, allows the company to discharge its indebtedness, and positions PTGi to pay a special dividend to shareholders. The entire board joins me in thanking Andy Day for a job very well done, and looks forward to working with Bob, who will lead the company going forward.”

PTGi plans to file its second quarter 2013 Form 10-Q on or about August 8, 2013 and will not conduct a conference call for the second quarter of 2013.

Jefferies LLC and O’Melveny & Myers LLP acted as exclusive financial advisor to and special legal counsel to the Special Committee of PTGi’s Board of Directors, respectively.

About PTGi

PTGi (Primus Telecommunications Group, Incorporated) is one of the leading international wholesale service providers to fixed and mobile network operators worldwide. PTGi owns and operates its own global network of next-generation IP soft switches and media gateways. Founded in 1994, PTGi is headquartered in Herndon, Virginia.

Cautionary Statement Regarding Forward Looking Statements

This press release contains or incorporates a number of “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are based on current expectations, and are not strictly historical statements. These statements include the potential payment of a special dividend or other use of cash reserves and the expected closing of the sale of PTI. In some cases, you can identify forward-looking statements by terminology such as “if,” “may,” “should,” “believe,” “anticipate,” “future,” “forward,” “potential,” “estimate,” “opportunity,” “goal,” “objective,” “growth,” “outcome,” “could,” “expect,” “intend,” “plan,” “strategy,” “provide,” “commitment,” “result,” “seek,” “pursue,” “ongoing,” “include” or in the negative of such terms or comparable terminology. These forward-looking statements inherently involve certain risks and uncertainties and are not guarantees of performance, results, or the creation of shareholder value, although they are based on our current plans or assessments which we believe to be reasonable as of the date hereof. Factors or risks that could cause our actual results to differ materially from the results we anticipate include, but are not limited to: (i) the final working capital purchase price adjustment related to the sale of its North American retail telecommunicating operations may differ from the preliminary estimate; (ii) the possibility of indemnification claims arising out of such sale may require payments by PTGi of indemnification claims; (iii) our compliance with complex laws and regulations in the U.S. and internationally; (iv) our expectations regarding the timing, extent and effectiveness of our cost reduction initiatives and management’s ability to moderate or control discretionary spending; (v) management’s plans, goals, forecasts, expectations, guidance, objectives, strategies, and timing for future operations, fixed asset and goodwill impairment charges, tax and withholding expenses, selling, general and administrative expenses, product plans, performance and results; (vi) management's assessment of market factors and competitive developments, including pricing actions and regulatory rulings; and (vii) our possible inability to hire and retain qualified executive management, sales, technical and other personnel. Many of these factors and risks are more fully described in our annual report, quarterly reports or other filings with the Securities and Exchange Commission, which are available through our website at www.ptgi.com. Other unknown or unpredictable factors could also affect our business, financial condition and results. Although we believe that the expectations reflected in the forward-looking statements are reasonable, there can be no assurance that any of the estimated or projected results will be realized. You should not place undue reliance on these forward-looking statements, which apply only as of the date hereof. Subsequent events and developments may cause our views to change. While we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so except as required by applicable law.

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Exhibit 99.2

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

On July 31, 2013, PTGi, PTHI, Primus Telecommunications International, Inc. and Lingo Holdings, Inc., direct or indirect wholly owned subsidiaries of PTGi, completed the sale of all of the outstanding equity of each of Lingo, Inc. (“Lingo”), iPrimus, USA, Inc. (“iPrimus”), 3620212 Canada Inc. (“Primus Canada”), PTCI, Telesonic Communications Inc. (“Telesonic”), and Globility Communications Corporation (“Globility”, and together with Lingo, iPrimus, Primus Canada, PTCI and Telesonic, the “Companies”), indirect or direct wholly owned subsidiaries of PTGi, to PTUS, Inc. and PTCAN, Inc., affiliates of York Capital Management, an investment firm, for approximately US$126 million (the “Transaction”). Prior to the disposition, the Companies conducted PTGi’s retail telecommunications operations in the United States and Canada. Such operations represented 87.1% of PTGi’s net revenue for the year ended December 31, 2012.

The sale of all of the outstanding equity of Primus Telecommunications, Inc. to US Acquireco for approximately $3 million will be completed at a later date once required regulatory approvals for the sale have been obtained.

The following unaudited pro forma consolidated financial information is presented to illustrate the effect of the Company’s disposition of BLACKIRON Data (on April 17, 2013) and North America Telecom on its historical financial position and operating results. The unaudited pro forma condensed consolidated balance sheet as of March 31, 2013 is based on the historical statements of the Company as of March 31, 2013 after giving effect to the transactions as if the dispositions had occurred on March 31, 2013. The unaudited pro forma condensed consolidated statements of operations for the three months ended March 31, 2013 and 2012 and years ended December 31, 2012, 2011 and 2010 are based on the historical financial statements of the Company after giving effect to the transactions as if the dispositions had occurred on January 1, 2010. The unaudited pro forma consolidated financial information should be read in conjunction with the Company’s historical consolidated financial statements and notes thereto contained in the Company’s 2012 Annual Report on Form 10–K, filed on March 14, 2013 and March 31, 2013 Quarterly Report on Form 10-Q, filed on May 10, 2013.

The preparation of the unaudited pro forma consolidated financial information is based on financial statements prepared in accordance with accounting principles generally accepted in the United States of America. These principles require the use of estimates that affect the reported amounts of assets, liabilities, revenues and expenses. Actual results could differ from those estimates.

The unaudited pro forma consolidated financial information is provided for illustrative purposes only and does not purport to represent what the actual results of operations would have been had the transaction occurred on the respective date assumed, nor is it necessarily indicative of the Company’s future operating results. However, the pro forma adjustments reflected in the accompanying unaudited pro forma consolidated financial information reflect estimates and assumptions that the Company’s management believes to be reasonable.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

	As Reported March 31, 2013	Pro Forma Adjustments: Standalone BLACKIRON Data Operations (a)	Pro Forma Adjustments: Standalone North America Telecom Operations (b)	Pro Forma Adjustments: Other Adjustments		Pro Forma March 31, 2013
ASSETS						
CURRENT ASSETS:						
Cash and cash equivalents	$ 13,844	$ (327)	$ (3,755)	$ 169,250	**(d)**	$157,561
			(917) **(c)**	112,138	**(e)**	
				(132,672)	**(k)**	
Accounts receivable, prepaid expenses and other current assets	23,937	(2,790)	(20,360)	—		787
Assets held for sale	39,284	—	—	—		39,284
Total current assets	77,065	(3,117)	(25,032)	148,716		197,632
RESTRICTED CASH	832	(74)	(758)	—		—
PROPERTY AND EQUIPMENT –Net	66,198	(33,750)	(31,763)	—		685
GOODWILL	60,085	(20,187)	(13,225)	(26,673)	**(f)**	—
OTHER INTANGIBLE ASSETS –Net	60,265	(4,392)	(28,873)	(27,000)	**(g)**	—
OTHER ASSETS	23,343	—	(881)	19,556	**(h)**	36,264
			(28) **(c)**	15,250	**(i)**	
				(20,976)	**(k)**	
TOTAL ASSETS	$ 287,788	$ (61,520)	$ (100,560)	$ 108,873		$234,581
LIABILITIES AND STOCKHOLDERS' EQUITY						
CURRENT LIABILITIES:						
Accounts payable, accrued interconnection costs, accrued expenses and other current liabilities	$ 30,872	$ (8,054)	$ (20,446)	$ —		$ 2,372
Deferred revenue	8,293	(544)	(7,749)	—		—
Accrued income taxes	7,701	—	(3,464)	(3,628)	**(j)**	609
Accrued interest	4,926	—	(31) **(c)**	(4,895)	**(k)**	—
Current portion of long-term obligations	54	(29)	(25)	—		—
Liabilities held for sale	18,840	—	—	—		18,840
Total current liabilities	70,686	(8,627)	(31,715)	(8,523)		21,821
LONG-TERM OBLIGATIONS	127,069	(26)	(824) **(c)**	(126,219)	**(k)**	—
CONTINGENT VALUE RIGHTS	14,792	—	—	(14,792)	**(l)**	—
OTHER LIABILITIES	12,142	—	(1,215)	(10,503)	**(g)**	424
Total liabilities	224,689	(8,653)	(33,754)	(160,037)		22,245
COMMITMENTS AND CONTINGENCIES						
STOCKHOLDERS' EQUITY:						
Preferred stock	—	—	—	—		—
Common stock	14	—	—	—		14
Additional paid-in capital	98,662	—	—	—		98,662
Accumulated deficit	(26,410)	(52,867)	(66,716)	169,250	**(d)**	122,827
			(90) **(c)**	112,138	**(e)**	
				(26,673)	**(f)**	
				(16,497)	**(g)**	
				19,556	**(h)**	
				15,250	**(i)**	
				3,628	**(j)**	
				(22,534)	**(k)**	
				14,792	**(l)**	
Treasury stock, at cost	(378)	—	—	—		(378)
Accumulated other comprehensive loss	(8,789)	—	—	—		(8,789)
Total stockholders' equity	63,099	(52,867)	(66,806)	268,910		212,336
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 287,788	$ (61,520)	$ (100,560)	$ 108,873		$234,581

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

	As Reported Three Months Ended March 31, 2013	Pro Forma Adjustments: Standalone BLACKIRON Data Operations (m)	Pro Forma Adjustments: Standalone North America Telecom Operations (n)	Other Adjustments (o)	Pro Forma Three Months Ended March 31, 2013
NET REVENUE	$ 60,883	$ (9,633)	$ (51,250)	$ —	$ —
OPERATING EXPENSES					
Cost of revenue (exclusive of depreciation included below)	29,470	(4,438)	(25,032)	—	—
Selling, general and administrative	22,575	(2,227)	(15,903)	—	4,445
Depreciation and amortization	6,600	(1,667)	(4,932)	—	1
Total operating expenses	58,645	(8,332)	(45,867)	—	4,446
INCOME (LOSS) FROM OPERATIONS	2,238	(1,301)	(5,383)	—	(4,446)
INTEREST EXPENSE	(4,216)	1	81	—	(4,134)
ACCRETION (AMORTIZATION) ON DEBT PREMIUM/DISCOUNT, net	(32)	—	—	—	(32)
GAIN (LOSS) ON EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	—	—	—	—	—
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	112	—	—	—	112
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	18	(1)	(18)	—	(1)
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	1	—	77	(174)	(96)
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(1,879)	(1,301)	(5,243)	(174)	(8,597)
INCOME TAX BENEFIT (EXPENSE)	(50)	(168)	107	—	(111)
INCOME (LOSS) FROM CONTINUING OPERATIONS	(1,929)	(1,469)	(5,136)	(174)	(8,708)
Less: Net (income) loss attributable to the noncontrolling interest	—	—	—	—	—
INCOME (LOSS) FROM CONTINUING OPERATIONS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (1,929)	$ (1,469)	$ (5,136)	$ (174)	$ (8,708)
BASIC INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.14)				$ (0.63)
DILUTED INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.14)				$ (0.63)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING					
Basic	13,909				13,909
Diluted	13,909				13,909

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

		Pro Forma Adjustments			
	As Reported Three Months Ended March 31, 2012	Standalone BLACKIRON Data Operations (m)	Standalone North America Telecom Operations (n)	Other Adjustments (o)	Pro Forma Three Months Ended March 31, 2012
NET REVENUE	$ 68,002	$ (8,197)	$ (59,805)	$ —	$ —
OPERATING EXPENSES					
Cost of revenue (exclusive of depreciation included below)	33,505	(3,377)	(30,128)	—	—
Selling, general and administrative	27,156	(1,310)	(19,056)	—	6,790
Depreciation and amortization	7,597	(2,180)	(5,416)	—	1
(Gain) loss on sale or disposal of assets	43	—	—	—	43
Total operating expenses	68,301	(6,867)	(54,600)	—	6,834
INCOME (LOSS) FROM OPERATIONS	(299)	(1,330)	(5,205)	—	(6,834)
INTEREST EXPENSE	(6,879)	—	62	—	(6,817)
ACCRETION (AMORTIZATION) ON DEBT PREMIUM/DISCOUNT, net	(57)	—	—	—	(57)
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	(7,190)	—	—	—	(7,190)
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	4	—	(2)	—	2
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	1,951	—	(71)	(1,882)	(2)
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(12,470)	(1,330)	(5,216)	(1,882)	(20,898)
INCOME TAX BENEFIT (EXPENSE)	1,106	—	(1,352)	—	(246)
INCOME (LOSS) FROM CONTINUING OPERATIONS	(11,364)	(1,330)	(6,568)	(1,882)	(21,144)
Less: Net (income) loss attributable to the noncontrolling interest	(106)	—	106	—	—
INCOME (LOSS) FROM CONTINUING OPERATIONS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (11,470)	$ (1,330)	$ (6,462)	$ (1,882)	$ (21,144)
BASIC INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.84)				$ (1.54)
DILUTED INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.84)				$ (1.54)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING					
Basic	13,744				13,744
Diluted	13,744				13,744

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

	As Reported Year Ended December 31, 2012	Pro Forma Adjustments: Standalone BLACKIRON Data Operations (m)	Pro Forma Adjustments: Standalone North America Telecom Operations (n)	Other Adjustments (o)	Pro Forma Year Ended December 31, 2012
NET REVENUE	$ 260,554	$ (33,734)	$ (226,820)	$ —	$ —
OPERATING EXPENSES					
Cost of revenue (exclusive of depreciation included below)	125,263	(14,980)	(110,283)	—	—
Selling, general and administrative	102,760	(5,742)	(72,353)	—	24,665
Depreciation and amortization	31,023	(6,675)	(24,345)	—	3
(Gain) loss on sale or disposal of assets	171	—	(130)	—	41
Asset impairment expense	10,000	—	—	—	10,000
Total operating expenses	269,217	(27,397)	(207,111)	—	34,709
INCOME (LOSS) FROM OPERATIONS	(8,663)	(6,337)	(19,709)	—	(34,709)
INTEREST EXPENSE	(23,934)	—	185	—	(23,749)
ACCRETION (AMORTIZATION) ON DEBT PREMIUM/DISCOUNT, net	(201)	—	2	—	(199)
GAIN (LOSS) ON EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	(21,682)	—	—	—	(21,682)
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	1,292	—	—	—	1,292
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	86	—	76	—	162
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	2,739	—	(41)	(2,393)	305
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(50,363)	(6,337)	(19,487)	(2,393)	(78,580)
INCOME TAX BENEFIT (EXPENSE)	4,518	—	(1,386)	—	3,132
INCOME (LOSS) FROM CONTINUING OPERATIONS	(45,845)	(6,337)	(20,873)	(2,393)	(75,448)
Less: Net (income) loss attributable to the noncontrolling interest	18	—	(18)	—	—
INCOME (LOSS) FROM CONTINUING OPERATIONS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (45,827)	$ (6,337)	$ (20,891)	$ (2,393)	$ (75,448)
BASIC INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (3.31)				$ (5.45)
DILUTED INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (3.31)				$ (5.45)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING					
Basic	13,844				13,844
Diluted	13,844				13,844

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

	As Reported Year Ended December 31, 2011	Pro Forma Adjustments: Standalone BLACKIRON Data Operations (m)	Pro Forma Adjustments: Standalone North America Telecom Operations (n)	Other Adjustments (o)	Pro Forma Year Ended December 31, 2011
NET REVENUE	$ 291,386	$ (30,791)	$ (260,023)	$ —	$ 572
OPERATING EXPENSES					
Cost of revenue (exclusive of depreciation included below)	143,347	(12,823)	(130,524)	—	—
Selling, general and administrative	110,711	(5,526)	(84,161)	—	21,024
Depreciation and amortization	35,371	(5,955)	(29,401)	—	15
(Gain) loss on sale or disposal of assets	(12,948)	—	13,105	—	157
Asset impairment expense	—	—	—	—	—
Total operating expenses	276,481	(24,304)	(230,981)	—	21,196
INCOME (LOSS) FROM OPERATIONS	14,905	(6,487)	(29,042)	—	(20,624)
INTEREST EXPENSE	(30,811)	—	3,609	—	(27,202)
ACCRETION (AMORTIZATION) ON DEBT PREMIUM/DISCOUNT, net	(213)	—	38	—	(175)
GAIN (LOSS) ON EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	(7,346)	—	—	—	(7,346)
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	2,902	—	—	—	2,902
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	1,265	—	834	—	2,099
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	(2,426)	—	(1,454)	3,221	(659)
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(21,724)	(6,487)	(26,015)	3,221	(51,005)
INCOME TAX BENEFIT (EXPENSE)	(1,282)	—	216	—	(1,066)
INCOME (LOSS) FROM CONTINUING OPERATIONS	(23,006)	(6,487)	(25,799)	3,221	(52,071)
Less: Net (income) loss attributable to the noncontrolling interest	(5,461)	—	5,461	—	—
INCOME (LOSS) FROM CONTINUING OPERATIONS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (28,467)	$ (6,487)	$ (20,338)	$ 3,221	$ (52,071)
BASIC INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (2.19)				$ (4.01)
DILUTED INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (2.19)				$ (4.01)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING					
Basic	12,994				12,994
Diluted	12,994				12,994

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

	As Reported Year Ended December 31, 2010	Pro Forma Adjustments: Standalone BLACKIRON Data Operations (m)	Pro Forma Adjustments: Standalone North America Telecom Operations (n)	Other Adjustments (o)	Pro Forma Year Ended December 31, 2010
NET REVENUE	$ 282,017	$ (27,068)	$ (254,841)	$ —	$ 108
OPERATING EXPENSES					
Cost of revenue (exclusive of depreciation included below)	134,892	(11,457)	(123,435)	—	—
Selling, general and administrative	113,008	(4,997)	(88,838)	—	19,173
Depreciation and amortization	40,177	(5,710)	(34,484)	—	(17)
(Gain) loss on sale or disposal of assets	(196)	—	196	—	—
Asset impairment expense	—	—	—	—	—
Total operating expenses	287,881	(22,164)	(246,561)	—	19,156
INCOME (LOSS) FROM OPERATIONS	(5,864)	(4,904)	(8,280)	—	(19,048)
INTEREST EXPENSE	(35,331)	—	7,003	—	(28,328)
ACCRETION (AMORTIZATION) ON DEBT PREMIUM/DISCOUNT, net	(183)	—	65	—	(118)
GAIN (LOSS) ON EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	164	—	(72)	—	92
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	(13,737)	—	—	—	(13,737)
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	(167)	—	(69)	—	(236)
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	6,570	—	(2,362)	(1,493)	2,715
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE REORGANIZATION ITEMS AND INCOME TAXES	(48,548)	(4,904)	(3,715)	(1,493)	(58,660)
REORGANIZATION ITEMS, net	1	—	—	—	1
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(48,547)	(4,904)	(3,715)	(1,493)	(58,659)
INCOME TAX BENEFIT (EXPENSE)	6,515	—	(7,559)	—	(1,044)
INCOME (LOSS) FROM CONTINUING OPERATIONS	(42,032)	(4,904)	(11,274)	(1,493)	(59,703)
Less: Net (income) loss attributable to the noncontrolling interest	105	—	(105)	—	—
INCOME (LOSS) FROM CONTINUING OPERATIONS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (41,927)	$ (4,904)	$ (11,379)	$ (1,493)	$ (59,703)
BASIC INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (4.31)				$ (6.14)
DILUTED INCOME (LOSS) PER COMMON SHARE:					
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (4.31)				$ (6.14)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING					
Basic	9,721				9,721
Diluted	9,721				9,721

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

Pro Forma Adjustments

The unaudited pro forma condensed consolidated balance sheet as of March 31, 2013 includes the following adjustments:

(a) To reflect the disposition of BLACKIRON Data's specified balance sheet accounts as of March 31, 2013.

(b) To reflect the disposition of North America Telecom's specified balance sheet accounts as of March 31, 2013.

(c) To reflect the repurchase of the Company's 13% Senior Secured Notes due 2016 held by North America Telecom. The amount includes the outstanding principal balance, prepayment premium and accrued interest as of March 31, 2013. In addition, the unamortized deferred financing costs in Other Assets and unamortized debt discount within Long-term Obligations are written off.

(d) To reflect the cash received from Rogers Communications Inc. for the sale of BLACKIRON Data, net of transaction costs directly related to the sale and amounts deposited into escrow.

(e) To reflect the cash received from York Capital Management for the sale of North America Telecom, net of transaction costs directly related to the sale and amounts deposited into escrow.

(f) To reflect the impairment of the remaining carrying value of goodwill of the US reporting unit. The fair value of goodwill is measured by the operations of the US retail portion of the North America Telecom operating segment.

(g) To reflect the sale of the Company's trade names attributable to North America Telecom, net of deferred taxes, to York Capital Management.

(h) To reflect the amount of proceeds deposited into escrow and recognition of a gain on the BLACKIRON Data sale.

(i) To reflect the amount of proceeds deposited into escrow and recognition of a gain on the North America Telecom sale.

(j) To reflect the removal of accrued withholding taxes recorded by the parent on royalty fees due from North America Telecom. The parent is not liable for these taxes as the intercompany balances will not be settled in cash.

(k) To reflect the repurchase of the Company's 10% Senior Secured Notes due 2017, 10% Senior Secured Exchange Notes due 2017 and 13% Senior Secured Notes due 2016 held by its corporate entities. The amount includes the outstanding principal balance; prepayment premium, if applicable; and accrued interest as of March 31, 2013. In addition, the unamortized deferred financing costs in Other Assets and unamortized debt discount within Long-term Obligations are written off.

(l) To reflect the expiration of the Contingent Value Rights.

The unaudited pro forma condensed consolidated statements of operations for the three months ended March 31, 2013 and 2012 and years ended December 31, 2012, 2011 and 2010 include the following adjustments:

(m) To reflect the removal of the operating results of BLACKIRON Data as if the transaction occurred on January 1, 2010.

(n) To reflect the removal of the operating results of North America Telecom as if the transaction occurred on January 1, 2010.

(o) To reflect the removal of foreign exchange gains and losses on intercompany balances with North America Telecom that had been recorded at the parent level.