

**UNITED STATES  
SECURITIES AND EXCHANGE  
COMMISSION**  
Washington, D.C. 20549  
**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 3)\*

**PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED**

(Name of Issuer)

**COMMON STOCK, \$0.01 PAR VALUE PER SHARE**

(Title of Class of Securities)

**741929 10 3**

(CUSIP Number)

**Kathleen E. Shannon  
Senior Vice President and Secretary  
American International Group, Inc.  
70 Pine Street  
New York, NY 10270  
Tel. No.: (212) 770-7000**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**May 21, 2007**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 741929 10 3

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG GLOBAL SPORTS AND ENTERTAINMENT FUND, L.P. (I.R.S. NO. 52-2190010)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
CAYMAN ISLANDS

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7. Sole Voting Power  
7,860,004 shares of common stock, par value \$0.01 per share

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power

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9. Sole Dispositive Power  
7,860,004 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
7,860,004 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
5.5%

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14. Type of Reporting Person (See Instructions)  
PN

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG GSEF, L.P. (I.R.S. NO. 98-0210589)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
CAYMAN ISLANDS

---

7. Sole Voting Power  
7,860,004 shares of common stock, par value \$0.01 per share

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8. Shared Voting Power

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9. Sole Dispositive Power  
7,860,004 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
7,860,004 shares of common stock, par value \$0.01 per share

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
5.5%

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14. Type of Reporting Person (See Instructions)  
PN

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG GSEF INVESTMENTS, LTD. (I.R.S. NO. 98-0210590)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
CAYMAN ISLANDS

---

7. Sole Voting Power  
7,860,004 shares of common stock, par value \$0.01 per share

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power

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9. Sole Dispositive Power  
7,860,004 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
7,860,004 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
5.5%

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14. Type of Reporting Person (See Instructions)  
OO

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG CAPITAL PARTNERS, INC. (I.R.S. NO. 13-3856440)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
DELAWARE

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7. Sole Voting Power  
15,720,008 shares of common stock, par value \$0.01 per share

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power

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9. Sole Dispositive Power  
15,720,008 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
15,720,008 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
11.0%

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14. Type of Reporting Person (See Instructions)  
CO

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG GLOBAL EMERGING MARKETS FUND, L.L.C. (I.R.S. NO. 13-3960880)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

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3. SEC Use Only
- 
4. Source of Funds (See Instructions)  
OO
- 
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
6. Citizenship or Place of Organization  
DELAWARE
- 

7. Sole Voting Power  
7,107,916 shares of common stock, par value \$0.01 per share

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Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power

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9. Sole Dispositive Power  
7,107,916 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
7,107,916 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
5.0%

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14. Type of Reporting Person (See Instructions)  
OO

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
GEM PARALLEL FUND, L.P. (I.R.S. NO. 52-2159897)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
DELAWARE

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7. Sole Voting Power  
752,088 shares of common stock, par value \$0.01 per share

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Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power

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9. Sole Dispositive Power  
752,088 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
752,088 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
0.5%

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14. Type of Reporting Person (See Instructions)  
PN

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG CAPITAL CORPORATION (I.R.S. NO. 60-0001373)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

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(b) x

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
OO

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

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6. Citizenship or Place of Organization  
DELAWARE

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7. Sole Voting Power  
15,720,008 shares of common stock, par value \$0.01 per share

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8. Shared Voting Power

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

9. Sole Dispositive Power  
15,720,008 shares of common stock, par value \$0.01 per share

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10. Shared Dispositive Power

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
15,720,008 shares of common stock, par value \$0.01 per share

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x

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13. Percent of Class Represented by Amount in Row (11)  
11.0%

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14. Type of Reporting Person (See Instructions)  
CO

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CUSIP No. 741929 10 3

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
AIG GLOBAL ASSET MANAGEMENT HOLDINGS CORP. (I.R.S. NO. 13-3870953)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)



(a) o

(b) x

3. SEC Use Only

4. Source of Funds (See Instructions)  
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

6. Citizenship or Place of Organization  
DELAWARE

7. Sole Voting Power  
15,720,008 shares of common stock, par value \$0.01 per share

8. Shared Voting Power

9. Sole Dispositive Power  
15,720,008 shares of common stock, par value \$0.01 per share

10. Shared Dispositive Power

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
15,720,008 shares of common stock, par value \$0.01 per share

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x

13. Percent of Class Represented by Amount in Row (11)  
11.0%

14. Type of Reporting Person (See Instructions)  
CO

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)

OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

DELAWARE

7. Sole Voting Power

15,720,008 shares of common stock, par value \$0.01 per share

8. Shared Voting Power

9. Sole Dispositive Power

15,720,008 shares of common stock, par value \$0.01 per share

10. Shared Dispositive Power

11. Aggregate Amount Beneficially Owned by Each Reporting Person

15,040,008 shares of common stock, par value \$0.01 per share

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

11.0%

14. Type of Reporting Person (See Instructions)

CO, HC

AMENDMENT NO. 3 TO SCHEDULE 13D

Except as otherwise provided herein, this Amendment No. 3 amends and supplements the Schedule 13D with respect to the common stock of Primus Telecommunications Group, Incorporated (the "Company") beneficially owned by the Filers (as defined below) filed on January 10, 2003, as amended by Amendment No. 1 filed April 23, 2003 and Amendment No. 2 filed on December 8, 2003. Except as specifically provided herein, this Amendment does not modify any of the disclosure previously reported in the initial Schedule 13D and the amendments referenced above. Capitalized terms used herein without definition have the meanings ascribed to them in the initial Schedule 13D and the amendments referenced above.

Item 1. Security and Issuer

This Amendment No. 3 relates to the shares of common stock, par value \$0.01 per share (the “Common Stock”) of Primus Telecommunications Group, Incorporated, a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 7901 Jones Branch Drive, Suite 900, McLean, VA 22102.

Item 2. Identity and Background

(a) through (c) and (f):

This Amendment No. 3 is being filed on behalf of the following entities (collectively, the “Filers”):

- (i) AIG Global Sports and Entertainment Fund, L.P., a Cayman Islands limited partnership (“AIGGSEF”), having its principal office at Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands, is an investment fund engaged in the business of making proprietary investments;
- (ii) AIG GSEF, L.P., a Cayman Islands limited partnership (“AIGGSEFGP”), having its principal office at Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands, is the sole general partner of AIGGSEF;
- (iii) AIG GSEF Investments, Ltd., a Cayman Islands limited company (“AIGGSEFI”), having its principal office at Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands, is the sole general partner of AIGGSEFGP;
- (iv) AIG Global Emerging Markets Fund, L.L.C., a Delaware limited liability company (“AIGGEM”), having its principal office at 599 Lexington Avenue, 24th Floor, New York, NY 10022, is an investment fund engaged in the business of making proprietary investments;
- (v) GEM Parallel Fund, L.P., a Delaware limited partnership (“GEM Parallel”), having its principal office at having its principal office at 599 Lexington Avenue, 24th Floor, New York, NY 10022, is an investment fund engaged in the business of making proprietary investments;
- (vi) AIG Capital Partners, Inc., a Delaware corporation (“AIGCP”),

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having its principal office at having its principal office at 599 Lexington Avenue, 24th Floor, New York, NY 10022, is the sole shareholder of AIGGSEFI, the managing member of AIGGEM and the general partner of GEM Parallel. It is engaged in the business of originating and managing AIG’s international private equity investments in emerging markets;

- (vii) AIG Global Asset Management Holdings Corp., a Delaware corporation (“AIGGAMHC”), having its principal office at 70 Pine Street, New York, NY 10270, is the sole shareholder of AIGCP and is engaged in the business of organizing and managing the invested assets of institutional private equity investment funds;
- (viii) AIG Capital Corporation, a Delaware corporation (“AIGCC”), having its principal office at 70 Pine Street, New York, NY 10270, is the sole shareholder of AIGGAMHC and is a holding company;
- (ix) American International Group, Inc., a Delaware corporation (“AIG”), having its principal office at 70 Pine Street, New York, NY 10270, is the sole shareholder of AIGCC and is a holding company which through its subsidiaries is engaged in a broad range of insurance and insurance-related activities and financial services in the United States and abroad.

Starr International Company, Inc., a Panamanian corporation (“SICO”), has the sole power to vote and direct the disposition of 281,638,405 shares of common stock, par value \$2.50 per share, of AIG (“AIG Shares”) and the shared power to direct the disposition of 2,200,076 AIG Shares held by Universal Foundation, Inc., a Panamanian corporation (“Universal Foundation”). C.V. Starr & Co., Inc., a Delaware corporation (“Starr”), has the shared power to vote and direct the disposition of 30,923,499 AIG Shares (18,544,278 of which are held by the C.V. Starr & Co., Inc. Trust (“Starr Trust”), of which Starr is a beneficiary). Maurice R. Greenberg, a United States citizen, has the sole power to vote and direct the disposition of 2,695,797 AIG Shares, which may be acquired pursuant to stock options previously granted by AIG to Mr. Greenberg as a then officer and director of AIG. Mr. Greenberg has shared power to vote and direct the disposition of 67,816,338 AIG Shares, 9,310,328 of which are held as a tenant in common with Mr. Greenberg’s wife, 111,004 of which are held in family trusts of which Mr. Greenberg is a trustee, 30,923,499 of which are held by Starr (18,544,278 shares of which are held by the Starr Trust, for which Starr is a beneficiary and Mr. Greenberg is a trustee), 371,507 of which are held by the Maurice R. and Corinne P. Greenberg Family Foundation, Inc., a New York not-for-profit corporation (the “Greenberg Foundation”), of which Mr. Greenberg, his wife and family members are directors and 27,100,000 of which are held by the Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC, a Florida limited liability company (the “Greenberg Joint Tenancy Company”), of which the Maurice R. and Corinne P. Greenberg Joint Tenancy Corporation, Inc. (the “Greenberg Joint Tenancy Corporation”) is the sole and managing member. Mr. Greenberg owns 24.08% of the voting common stock of Starr directly. The Greenberg Foundation has the shared power to vote and direct the disposition of such 371,507 AIG Shares. The Greenberg Joint Tenancy Company has the shared power to vote and direct the disposition of such 27,100,000 AIG Shares. Edward E. Matthews, a United States citizen, has the sole power to vote and direct the disposition of 613,345 AIG Shares, 300,220 of which are held directly by Mr. Matthews and

313,125 of which may be acquired pursuant to stock options previously granted by AIG to Mr. Matthews as a then officer and director of AIG. Mr. Matthews has shared power to vote and direct the disposition of 18,567,578 AIG Shares, 23,300 of which are held by Mr. Matthews' wife and 18,544,278 of which are held by the Starr Trust, for which Starr is a beneficiary and Mr. Matthews is a trustee.

The principal executive offices of SICO are located at Baarerstrasse 101, CH-6300 Zug, Switzerland and it also maintains an office at Mercury House, 101 Front Street, Hamilton HM12, Bermuda. The principal executive offices of Starr and the Greenberg Foundation are located at 399 Park Avenue, 17th Floor, New York, New York 10022. The principal executive offices of Universal Foundation are located at Mercury House, 101 Front Street, Hamilton HM 12, Bermuda. The principal executive offices of the Greenberg Joint Tenancy Company are located at 35 Ocean Reef Drive, Key Largo, Florida 33037.

The names of the directors and executive officers ("Covered Persons") of AIGGSEFI, AIGCP, AIGGAMHC, AIGCC, AIG, SICO, Starr, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Corporation, their business addresses and principal occupations, including the business addresses and principal occupations of Messrs. Greenberg and Matthews, are set forth in Annex A attached hereto, which is incorporated herein by reference in its entirety. The business address indicated for Messrs. Greenberg and Matthews and each other Covered Person is also the address of the principal employer of such person. Each of the Covered Persons is a citizen of the United States, except for Messrs. Sullivan, Tse and Walsh, who are British Subjects, Mr. Marshall A. Cohen, who is a Canadian citizen, Dr. Jacob A. Frenkel, who is a citizen of the State of Israel and the Republic of Poland, Mr. Osborne, Ms. Barclay, Mr. Johnson and Ms. Barnes, who are citizens of the United Kingdom and Mr. Zalamea, Ms. Fernando and Mr. Colayco who are citizens of the Republic of the Philippines.

All information provided in this Amendment (including, without limitation, in this Item 2 and Annex A to this Amendment) with respect to Messrs. Greenberg and Matthews, SICO, Starr, Universal Foundation, the Greenberg Foundation, and the Greenberg Joint Tenancy Company and their respective directors and executive officers is provided based solely on the information set forth in the most recent amendment to Schedule 13D relating to AIG Shares filed on March 20, 2007 on behalf of Messrs. Greenberg and Matthews, SICO, Starr, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Company. This information has not been updated to reflect changes in the ownership by such parties of AIG Shares that are disclosed in filings made by one or more of such parties under Section 16 of the Securities Exchange Act of 1934, as amended ("Exchange Act"). In each case, such information may not be accurate or complete and AIG takes no responsibility therefor and makes no representation to its accuracy or completeness as of the date hereof or any subsequent date.

(d) and (e):

#### 2006 Regulatory Settlements

In February 2006, AIG reached a final settlement with the Securities and Exchange Commission ("SEC"), the United States Department of Justice ("DOJ"), the Office of the New York Attorney General ("NYAG") and the New York State Department of Insurance ("DOI"). The settlements resolved outstanding litigation filed by the SEC, NYAG and DOI against AIG and concluded

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negotiations with these authorities and the DOJ in connection with the accounting, financial reporting and insurance brokerage practices of AIG and its subsidiaries, as well as claims relating to the underpayment of certain workers compensation premium taxes and other assessments. As a result of these settlements, AIG made payments or placed amounts in escrow in 2006 totaling approximately \$1.64 billion, \$225 million of which represented fines and penalties. The following is additional information regarding the settlements.

AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment on February 9, 2006: (a) permanently restraining and enjoining AIG from violating Section 17(a) of the Securities Act of 1933, as amended (“Securities Act”), and Sections 10(b), 13(a), 13(b)(2) and 13(b)(5) and Rules 10b-5, 12b-20, 13a-1, 13a-13 and 13b2-1 of the Exchange Act; (b) ordering AIG to pay disgorgement; and (c) ordering AIG to pay a civil penalty.

In February 2006, AIG and the DOJ entered into a letter agreement. In the letter agreement, the DOJ notified AIG that in its view, AIG, acting through some of its employees, violated federal criminal law in connection with misstatements in periodic financial reports that AIG filed with the SEC between 2000 and 2004 relating to certain transactions. The settlement with the DOJ consists of, among other things, AIG’s cooperating with the DOJ in the DOJ’s ongoing criminal investigation, accepting responsibility for certain of its actions and those of its employees relating to these transactions and paying money into a fund. Also effective February 9, 2006, AIG entered into agreements with the NYAG and the DOI, settling claims under New York’s Martin Act and insurance laws, among other provisions, which were originally brought by the NYAG and the DOI in a civil complaint filed on May 26, 2005.

As part of these settlements, AIG has agreed to retain for a period of three years an independent consultant who will conduct a review that will include the adequacy of AIG’s internal controls over financial reporting and the remediation plan that AIG has implemented as a result of its own internal review.

#### PNC Settlement

In November 2004, AIG and AIG Financial Products Corp. (“AIGFP”), a subsidiary of AIG, reached a final settlement with the SEC, the Fraud Section of the DOJ and the United States Attorney for the Southern District of Indiana with respect to issues arising from certain structured transactions entered into with Brightpoint, Inc. and The PNC Financial Services Group, Inc. (“PNC”), the marketing of transactions similar to the PNC transactions and related matters.

As part of the settlement, the SEC filed against AIG a civil complaint, based on the conduct of AIG primarily through AIGFP, alleging violations of certain antifraud provisions of the federal securities laws and for aiding and abetting violations of reporting and record keeping provisions of those laws. AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment permanently enjoining it and its employees and related persons from violating certain provisions of the Exchange Act, Exchange Act rules and the Securities Act, ordering disgorgement of fees it received from the PNC transactions and providing for AIG to establish a transaction review committee to review the appropriateness

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of certain future transactions and to retain an independent consultant to examine certain transactions entered into between 2000 and 2004 and review the policies and procedures of the transaction review committee.

The DOJ filed against AIGFP PAGIC Equity Holding Corp. (“AIGFP PAGIC”), a wholly owned subsidiary of AIGFP, a criminal complaint alleging that AIGFP PAGIC violated federal securities laws by aiding and abetting securities law violations by PNC, in connection with a transaction entered into in 2001 with PNC that was intended to enable PNC to remove certain assets from its balance sheets. The settlement with the DOJ consists of separate agreements with AIG and AIGFP and a complaint filed against, and deferred prosecution agreement with, AIGFP PAGIC. Under the terms of the settlement, AIGFP paid a monetary penalty of \$80 million. On January 17, 2006, the court approved an order dismissing the complaint with prejudice. The obligations of AIG, AIGFP and AIGFP PAGIC under the DOJ agreements relate principally to cooperating with the DOJ and other federal agencies in connection with their related investigations.

#### Item 4. Purpose of Transaction

Item 4 of this schedule is hereby supplemented as follows:

On March 11, 2005 the Filers adopted a pre-arranged stock trading plan (the “Expired Plan”). The Expired Plan contemplated the sale of less than 20 percent of their stock over time as part of a long-term strategy for asset diversification and liquidity. The Expired Plan was adopted in accordance with guidelines specified under Rule 10b5-1 of the Securities and Exchange Act of 1934.

The Expired Plan involved 3,000,000 shares, or approximately 18% of the shares beneficially owned by the Filers, at that time. The Expired Plan represents approximately three 3% of the then outstanding common stock. Under the terms of the Expired Plan, the Filers gave their broker the discretion to sell, within stated parameters, up to 3,000,000 shares over an 18-month period, which, if all were sold, would have left the Filers with beneficial ownership of approximately 13,500,000 shares, or more than 80% of their then current holdings. The Expired Plan expired on December 31, 2006. There were no sales conducted under the Expired Plan.

On May 21, 2007, AIGGSEF, AIGGEM and GEM Parallel (collectively, the “Funds”) adopted a new pre-arranged stock trading plan (the “New Plan”). The New Plan was amended on May 31, 2007 to correct technical issues. The New Plan authorizes the sale of up to eight million shares, approximately 48% of the shares beneficially owned by the Funds, over time as part of a long-term strategy for asset diversification and liquidity. The New Plan was adopted in accordance with guidelines specified under Rule 10b5-1 of the Securities and Exchange Act of 1934. Under the terms of the New Plan, the Funds instructed their broker to sell, subject to various price and volume parameters, common shares over a two-year period, which, if all of the shares covered by the New Plan were sold, would leave the Funds with beneficial ownership of approximately fifty-two percent (52%) of their current holdings. The New Plan expires on May 31, 2009.

Rule 10b5-1 allows stockholders to adopt written pre-arranged stock trading plans subject to certain restrictions. Using these plans, stockholders can gradually diversify their investment portfolios, can spread stock trades out over an extended period of time to reduce market impact of large sale

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transactions and can avoid concerns about whether they had material, non-public information when they sold their stock. Such plans may be initiated only when the stockholders are not in possession of material and non-public information. The rule allows stockholders adopting such plans to sell shares over a specified period of time, at specific prices in the future, even if subsequent material and non-public information becomes available to them. Sales of Common Stock by the Funds under the New Plan have been, and, if necessary, will be disclosed as required by applicable law in public filings with the Securities and Exchange Commission, including further amendments to this Schedule 13D. Except as set forth herein, the Funds do not have plans or proposals at this time that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) and (b):

The information required by these paragraphs is set forth in Items 7 through 11 and 13 of each of the cover pages of this Amendment No. 3 and is incorporated herein by reference. Such information is based upon 142,632,540 shares of Common Stock issued and outstanding as of July 31, 2007 as reported by the Issuer in its Form 10-Q for the period ended September 30, 2007 filed on November 9, 2007.

(c):

Identity of Person Effecting Transaction	Date of Transaction	Amount of Securities Sold	Price per share	Where/How Transaction was Effectuated
AIG Global Sports and Entertainment Fund, L.P.	June 20, 2007	300,000	\$ 1.03	10b5-1 Plan
AIG Global Sports and Entertainment Fund, L.P.	June 21, 2007	100,000	\$ 1.0325	10b5-1 Plan
AIG Global Sports and Entertainment Fund, L.P.	June 21, 2007	10,000	\$ 1.04	10b5-1 Plan
AIG Global Emerging Markets Fund, L.L.C.	June 20, 2007	271,200	\$ 1.03	10b5-1 Plan
AIG Global Emerging Markets Fund, L.L.C.	June 21, 2007	90,400	\$ 1.0325	10b5-1 Plan
AIG Global Emerging Markets Fund, L.L.C.	June 21, 2007	9,040	\$ 1.04	10b5-1 Plan
GEM Parallel Fund, L.P.	June 20, 2007	28,000	\$ 1.03	10b5-1 Plan
GEM Parallel Fund, L.P.	June 21, 2007	9,600	\$ 1.0325	10b5-1 Plan
GEM Parallel Fund, L.P.	June 21, 2007	960	\$ 1.04	10b5-1 Plan

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Except as set forth herein, none of the Filers, SICO, The Starr Foundation or Starr nor, to the best knowledge of each such Filer, SICO, The Starr Foundation or Starr, their respective Covered Persons has effected any transactions in the Common Stock during the past sixty days.

This Amendment No. 3 does not reflect purchases of Common Stock by subsidiaries of AIG on June 28, 2007, which will be described in a forthcoming Amendment No. 4 to this schedule.

(d) and (e):

Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as otherwise set forth in this Amendment No. 3 and the Exhibits filed herewith, there are no contracts, arrangements, understandings or relationships between any of the Filers or any of the Covered Persons and any other person with respect to any securities of the Issuer, including any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Issuer, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

1. Joint Filing Agreement by and among the Filers, dated November 7, 2007.
2. Purchase Agreement, dated as of December 31, 2002, by and among the Issuer and each of the Investors (incorporated by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
3. Certificate of Designation in respect of the Series C Preferred (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
4. Governance Agreement, dated as of November 4, 2003, by and among the Issuer and each of the Lead Investors (incorporated by reference to Exhibit 99.4 to Amendment No. 2 to the Filers' 13D, filed with the Securities and Exchange Commission on December 8, 2003).
5. Registration Rights Agreement, dated as of December 31, 2002, by and among the Issuer and each of the Investors (incorporated by reference to Exhibit 99.2 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
6. Amendment No. 1 to the Registration Rights Agreement, dated as of November 21, 2003, by and among the Issuer and each of the Investors (incorporated by reference to Exhibit 99.6 to Amendment No. 2 to the Filers' 13D, filed with the Securities and Exchange Commission on December 8, 2003).
7. Written Plan for Trading of Securities, dated May 21, 2007, as amended on May 31, 2007.

### Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 19, 2007

AIG GLOBAL SPORTS AND ENTERTAINMENT FUND, L.P.

By: AIG GSEF, L.P.,  
its general partner

By: AIG GSEF Investments, Ltd.,  
its general partner

By: /s/ David K. Yeung  
Name: David K. Yeung  
Title Director

Date: November 19 2007

AIG GSEF, L.P.

By: AIG GSEF Investments, Ltd.,  
its general partner

By: /s/ David K. Yeung  
Name: David K. Yeung  
Title Director

Date: November 19, 2007

AIG GSEF INVESTMENTS, LTD.

By: /s/ David K. Yeung  
Name: David K. Yeung  
Title Director

Date: November 19, 2007

AIG CAPITAL PARTNERS, INC.

By: /s/ David K. Yeung  
Name: David K. Yeung  
Title President and Chief Executive Officer

Date: November 19, 2007

AIG GLOBAL EMERGING MARKETS  
FUND, L.L.C.

By: AIG CAPITAL PARTNERS, INC.

By: /s/ David K. Yeung  
Name: David K. Yeung  
Title President and Chief Executive Officer

Date: November 19, 2007

GEM PARALLEL FUND, L.P.

By: AIG CAPITAL PARTNERS, INC.

By: /s/ David K. Yeung

Name: David K. Yeung

Title: President and Chief Executive Officer

Date: November 19, 2007

AIG GLOBAL ASSET MANAGEMENT HOLDINGS CORP.

By: /s/ Elizabeth Tuck

Name: Elizabeth Tuck

Title: Secretary

Date: November 19, 2007

AIG CAPITAL CORPORATION

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon

Title: Secretary

Date: November 19, 2007

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon

Title: Senior Vice President and Secretary

EXHIBIT INDEX

Exhibit No.	Description
99.1	Joint Filing Agreement by and among the Filers, dated November 7, 2007.
99.2	Purchase Agreement, dated as of December 31, 2002, by and among the Issuer and each of the Investors (incorporated by reference from Exhibit 99.1 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
99.3	Certificate of Designation in respect of the Series C Preferred (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
99.4	Governance Agreement, dated as of November 4, 2003, by and among the Issuer and each of the Lead Investors (incorporated by reference from Exhibit 99.4 to Amendment No. 2 to the Filers' Schedule 13D, filed with the Securities and Exchange Commission on December 8, 2003).
99.5	Registration Rights Agreement, dated as of December 31, 2002, by and among the Issuer and each of the Investors (incorporated by reference from Exhibit 99.2 to the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 2, 2003).
99.6	Amendment No. 1 to the Registration Rights Agreement, dated as of November 21, 2003, by and among the Issuer and each of the Investors (incorporated by reference from Exhibit 99.6 to Amendment No. 2 to the Filers' Schedule 13D, filed with the Securities and Exchange Commission on December 8, 2003).
99.7	Written Plan for Trading of Securities, dated May 21, 2007 and amended on May 31, 2007.

ANNEX A

DIRECTORS AND EXECUTIVE OFFICERS OF AMERICAN INTERNATIONAL GROUP, INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Marshall A. Cohen	Director	Cassels, Brock & Blackwell 40 King Street West, 20th Floor Toronto, Ontario M5H 3C2
Martin S. Feldstein	Director	National Bureau of Economic Research, Inc. 1050 Massachusetts Avenue Cambridge, MA 02138
Ellen V. Futter	Director	American Museum of Natural History



		Central Park West at 79 <sup>th</sup> Street New York, NY 10024
Steven L. Hammerman	Director	c/o 70 Pine Street New York, NY 10270
Richard C. Holbrooke	Director	Perseus LLC 1235 Avenue of the Americas New York, NY 10019
Fred H. Langhammer	Director	767 Fifth Avenue New York, NY 10153
George L. Miles	Director	4802 Fifth Avenue Pittsburgh, PA 15213
Morris W. Offit	Director	65 East 55th Street New York, NY 10022
James F. Orr III	Director	420 Fifth Avenue New York, NY 10018
Virginia M. Rometty	Director	Route 100, Mail Drop 2275, Building 2 Somers, NY 10589
Martin J. Sullivan	Director and Executive Officer	Officer 70 Pine Street New York, NY 10270
Michael H. Sutton	Director	70 Pine Street New York, NY 10270
Edmund S.W. Tse	Director and Executive Officer	American International Assurance Co., Ltd. 1 Connaught Central Road, Hong Kong
Robert B. Willumstad	Director	277 Park Avenue New York, NY 10172
Frank G. Zarb	Director	390 Park Avenue New York, NY 10022
Dr. Jacob A. Frenkel	Executive Officer	70 Pine Street New York, NY 10270
Frank G. Wisner	Executive Officer	70 Pine Street New York, NY 10270
Steven J. Bensinger	Executive Officer	70 Pine Street New York, NY 10270
Anastasia D. Kelly	Executive Officer	70 Pine Street New York, NY 10270
Rodney O. Martin, Jr.	Executive Officer	70 Pine Street New York, NY 10270
Kristian P. Moor	Executive Officer	175 Water Street New York, NY 10038
Win J. Neuger	Executive Officer	70 Pine Street New York, NY 10270
Robert M. Sandler	Executive Officer	70 Pine Street New York, NY 10270
Nicholas C. Walsh	Executive Officer	70 Pine Street New York, NY 10270
Jay S. Wintrob	Executive Officer	AIG Retirement Services, Inc., 1999 Avenue of the Stars Los Angeles, CA 90067
William N. Dooley	Executive Director	70 Pine Street New York, NY 10270
David L. Herzog	Executive Officer	70 Pine Street New York, NY 10270
Andrew J. Kaslow	Executive Officer	70 Pine Street New York, NY 10270
Robert E. Lewis	Executive Officer	70 Pine Street New York, NY 10270
Brian T. Schreiber	Executive Officer	70 Pine Street New York, NY 10270

AIG GLOBAL ASSET MANAGEMENT HOLDINGS CORP.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Win J. Neuger	Chairman of the Board of Directors, Chief Executive Officer	70 Pine Street, New York, New York 10270
Hans Karl-Erik Danielsson	Director	70 Pine Street, New York, New York 10270
Richard W. Scott	Director, Senior Managing Director	70 Pine Street, New York, New York 10270
Jeffrey Hurd	Chief Administrative Officer	70 Pine Street, New York, New York 10270
Steven Guterman	Senior Managing Director	70 Pine Street, New York, New York 10270
Eduardo Leemann	Senior Managing Director	70 Pine Street, New York, New York 10270
Peter C. Adamczyk	Managing Director	70 Pine Street, New York, New York 10270
Thomas F. Belthoff	Managing Director	70 Pine Street, New York, New York 10270

Richard S. Biegen	Managing Director	70 Pine Street, New York, New York 10270
Braden Bledsoe	Managing Director	70 Pine Street, New York, New York 10270
Robert K. Conry	Managing Director	70 Pine Street, New York, New York 10270
Andrew Cortese	Managing Director	70 Pine Street, New York, New York 10270
Brian G. Dooley	Managing Director	70 Pine Street, New York, New York 10270
Alan C. Fields	Managing Director	70 Pine Street, New York, New York 10270
Shelly Flesher	Managing Director	70 Pine Street, New York, New York 10270
David Giroux	Managing Director	70 Pine Street, New York, New York 10270
Clinton B. Grobler	Managing Director	70 Pine Street, New York, New York 10270
Laura Hancock	Managing Director	70 Pine Street, New York, New York 10270
Greg Hartmann	Managing Director	70 Pine Street, New York, New York 10270
Patricia M. Hennessy	Managing Director	70 Pine Street, New York, New York 10270
Ronald E. Holmes	Managing Director	70 Pine Street, New York, New York 10270
John P. Hornbostel	Managing Director	70 Pine Street, New York, New York 10270
John D. Livingston	Managing Director	70 Pine Street, New York, New York 10270
Brian McLoone	Managing Director	70 Pine Street, New York, New York 10270
Concetta B. Miller	Managing Director	70 Pine Street, New York, New York 10270
Erik Mogavero	Managing Director	70 Pine Street, New York, New York 10270
Robert J. Morello	Managing Director	70 Pine Street, New York, New York 10270
Michael R. Obley	Managing Director	70 Pine Street, New York, New York 10270
Brian T. Schreiber	Managing Director	70 Pine Street, New York, New York 10270
Phil Slaughter	Managing Director	70 Pine Street, New York, New York 10270
Heidi Walker	Managing Director	70 Pine Street, New York, New York 10270
Steven Weinreb	Managing Director	70 Pine Street, New York, New York 10270

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AIG CAPITAL PARTNERS, INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Win J. Neuger	Chairman of the board of Directors	(See Above)
David K. Yeung	President and CEO	599 Lexington avenue, 24 <sup>th</sup> Floor New York, New York 10022
Brian G. Dooley	Treasurer and Comptroller	599 Lexington avenue, 24 <sup>th</sup> Floor New York, New York 10022
Robin Berger	Chief Compliance Officer	599 Lexington avenue, 24 <sup>th</sup> Floor New York, New York 10022

AIG GSEF INVESTMENTS, LTD.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
David K. Yeung	Director	(see Above)

AIG CAPITAL CORPORATION  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Steven J. Bensinger	Director	(See Above)
William N. Dooley	Director and President	(See Above)
Anastasia D. Kelly	Director	(See Above)
Win J. Neuger	Director	(See Above)
Alan M. Pryor	CFO	70 Pine Street, New York, New York 10270
Elias Habayeb	Chief Administrative Officer	70 Pine Street, New York, New York 10270

STARR INTERNATIONAL COMPANY, INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Maurice R. Greenberg	Chairman of the Board and Director	399 Park Avenue, 17th Floor New York, NY 10022
Joseph C.H. Johnson	President and Director	101 First Street Hamilton, Bermuda HM 12
Edward E. Matthews	Managing Director and Director	399 Park Avenue, 17th Floor New York, NY 10022
Houghton Freeman	Director	499 Taber Hill Road Stowe, VT 05672
Lawrence S. Greenberg	Director	399 Park Avenue, 17th Floor New York, NY 10022

Bertil P-H Lundquist	Director	399 Park Avenue, 17th Floor New York, NY 10022
R. Kendall Nottingham	Director	435 Seaspray Avenue Palm Beach, Florida 33480
Howard I. Smith	Director	399 Park Avenue, 17th Floor New York, NY 10022
John J. Roberts	Director	Concordia Farms P.O. Box 703 Easton, MD 21601
Ernest Stempel	Director	70 Pine Street New York, NY 10270
Cesar Zalamea	Director	Suite 1405-7 Two Exchange Square, 8 Connaught Place Central, Hong Kong

C.V. STARR & CO., INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Maurice R. Greenberg	Chairman of the Board, Director and Chief Executive Officer	(See Above)
Howard I. Smith	Vice Chairman-Finance and Secretary and Director	(See Above)
Edward E. Matthews	President and Director	(See Above)
Houghton Freeman	Director	(See Above)
John J. Roberts	Director	(See Above)
Bertil P-H Lundquist	Director	(See Above)
Lawrence S. Greenberg	Director	(See Above)

UNIVERSAL FOUNDATION, INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Stuart Osborne	President and Director	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Eligia G. Fernando	Director	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Cesar C. Zalamea	Director	(See Above)
Aloysius B. Colayco	Director	Argosy Partners 8th Floor, Pacific Star Building Makati City, Philippines
Jennifer Barclay	Secretary	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Margaret Barnes	Treasurer	Baarerstrasse 101 CH-6300, Zug, Switzerland

THE MAURICE R. AND CORRINE P. GREENBERG FAMILY FOUNDATION, INC.  
DIRECTORS AND EXECUTIVE OFFICERS

Name	Position	Address
Maurice R. Greenberg	Chairman and Director	(See Above)
Corrine P. Greenberg	President and Director	399 Park Avenue, 17 <sup>th</sup> Floor New York, New York 10022
Jeffrey W. Greenberg	Vice President and Director	399 Park Avenue, 17 <sup>th</sup> Floor New York, New York 10022
Evan G. Greenberg	Vice President and Director	399 Park Avenue, 17 <sup>th</sup> Floor New York, New York 10022
Lawrence S. Greenberg	Vice President and Director	(See Above)
Shake Nahapetian	Treasurer	399 Park Avenue, 17 <sup>th</sup> Floor New York, New York 10022

THE MAURICE R. AND CORRINE P. GREENBERG JOINT TENANCY CORPORATION, INC.  
DIRECTOR AND EXECUTIVE OFFICER

Name	Position	Address
Maurice R. Greenberg	Chairman, CEO, President, Treasurer, Secretary and Director	(See Above)



## Agreement of Joint Filing

Each of the undersigned hereby agrees to the joint filing on behalf of each of them of a Statement on Schedule 13D, and any amendments thereto, with respect to the Common Stock, \$0.01 par value per share, of Primus Telecommunications Group, Incorporated and that this Agreement may be included as an Exhibit to such filing.

Each of the undersigned represents and warrants to the others that the information about it contained in the Statement on Schedule 13D is, and in any amendment thereto will be, true, correct and complete in all material respects and in accordance with all applicable laws.

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

IN WITNESS WHEREOF, each of the undersigned hereby executes this Agreement as of November 7, 2007.

AIG GLOBAL SPORTS AND  
ENTERTAINMENT FUND, L.P.

By: AIG GSEF, L.P.,  
its general partner

By: AIG GSEF Investments, Ltd.,  
its general partner

By: /s/David K. Yeung

Name: David K. Yeung

Title: Director

AIG GSEF, L.P.

By: AIG GSEF Investments, Ltd.,  
its general partner

By: /s/ David K. Yeung

Name: David K. Yeung

Title: Director

AIG GSEF INVESTMENTS, LTD.

By: /s/ David K. Yeung

Name: David K. Yeung

Title: Director

AIG CAPITAL PARTNERS, INC.

By: /s/ David K. Yeung

Name: David K. Yeung

Title: President and Chief Executive Officer

AIG GLOBAL EMERGING MARKETS FUND, L.L.C.

By: AIG CAPITAL PARTNERS, INC.

By: /s/ David K. Yeung

Name: David K. Yeung

Title: President and Chief Executive Officer

GEM PARALLEL FUND, L.P.

By: AIG CAPITAL PARTNERS, INC

By: /s/ David K. Yeung

Name: David K. Yeung

Title: President and Chief Executive Officer

AIG GLOBAL ASSET MANAGEMENT HOLDINGS CORP.

By: /s/ Elizabeth Tuck

Name: Elizabeth Tuck

Title: Secretary

AIG CAPITAL CORPORATION

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon

Title: Secretary

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon

Title: Senior Vice President and Secretary

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## WRITTEN PLAN FOR TRADING OF SECURITIES

Issuer: **Primus Telecommunications Group, Inc.**

Client Name: **AIG Capital Partners, Inc. on behalf of AIG Global Emerging Markets Fund, LLC**  
**GEM Parallel Fund, L.P.**  
**AIG Global Sports and Entertainment Fund, L.P. (collectively, the "AIG Funds")**

IR Name: **Bob Holland**

Account Number: **AIG Global Emerging Markets Fund, LLC**  
**GEM Parallel Fund, L.P.**  
**AIG Global Sports and Entertainment Fund, L.P.**

Date Client Signed: **May 31, 2007**

First Trade Date: **June 15, 2007 (if plan is signed on 5/31/2007)**

Termination Date: **May 31, 2009**

1. This form constitutes a written plan (the "Plan") for the trading of securities by the undersigned for the purpose of satisfying the affirmative defense set forth in Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934 (the "Exchange Act"). The undersigned certifies that he or she is familiar with Rule 10b5-1 and has obtained such legal or other advice as the undersigned deems appropriate regarding the Rule.

This Plan amends and supersedes a written trading plan dated May 21, 2007, for the trading of securities by the undersigned.

2. The undersigned hereby authorizes Lehman Brothers Inc. ("Lehman") to execute the following transaction(s) on behalf of the undersigned in accordance with the following terms:

List the name or issuer (the "Issuer") and class of security (the "Security") subject to the Plan:

**Primus Telecommunications Group, Inc.**, which trades under the symbol PRTL

Type of transaction(s):  Purchase  Sale

Name of principal market or exchange for the Security (the "Exchange"): OTC Bulletin Board

Aggregate amount of Security covered by the Plan (specific in terms of number of shares or other securities or a specified dollar value of securities (after deducting commissions)) (the "Aggregate Share Number" or "Aggregate Amount", as applicable): Up to 8,000,000 shares

Identify date or dates no earlier than **two weeks** following the date of the Plan (each a "Trade Date") (and, if applicable, times) orders specified above are to be in force; if multiple orders, specify amount of Security (specified in terms of number of shares or other securities or a specified dollar value of securities (after deducting commissions)) subject to each order (for each order, the "Trade Share Number" or "Trade Amount", as applicable):

Refer to Schedule I

Type of order(s) (specified in terms of market orders or limit orders) and, if applicable, limit price:

Refer to Schedule I

The undersigned's Plan consists of the following (check the applicable box or boxes):

Exercise of Option(s); i.e., exercised **vested** options ("Options") and concurrently sell the Security issued upon the exercise, using cash generated from the sale of the Security (or cash from some other source) to pay the Options exercise price.

Long Sale of the Security; i.e., sell shares of the Security currently owned by the undersigned.

Additional instructions:

3. Additional Provisions:

(a) The undersigned understands that for any sales effected under this Plan the actual shares sold must be freely transferable shares or shares currently eligible for resale under Rule 144 or Rule 145 under the Securities Act of 1933, as amended, (the "Securities Act") ("Restricted Securities"). Accordingly, if the Plan covers sales, the undersigned represents that the Security to be sold under the Plan are owned free and clear by the undersigned and are not subject to any liens, claims, charges or other encumbrances or limitations (e.g., a lock-up agreement; except for limitations imposed by Rule 144) on disposition and are: (check the applicable box(es)):

The Security the undersigned intend to sell under this Plan is subject to the resale restrictions under Rule 144 of the Securities Act;

- o The undersigned acquired the Security in a transaction covered by Rule 145;
- o The undersigned acquired the Security under Rule 701 and intends to sell the Security in accordance with Rule 701(g)(3); or

Neither Rule 144, 145, nor 701 is applicable to the undersigned under this Plan.

x Prospectus dated: Shares held by the undersigned were registered on Form S-3, Registration Statement No. 333-110234. The undersigned understand that this registration statement cannot be used until it is update.

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The undersigned believe that the registration statement will be updated in the near future and will be available for use in connection with this Plan.

If the securities that are the subject of this Plan are registered with the SEC for resale by the undersigned, and if sales may then be made under the applicable registration statement, then the securities shall be sold under such registration statement. If a current and effective registration is not available for resale of the securities, Lehman agrees to conduct all sales pursuant to this Plan in accordance with Rule 144 (including the volume limitations, if applicable) under the Securities Act.

The undersigned shall provide Lehman with timely notice as to when the prospectus relating to the S-3 registered shares is current and available for use in connection with the resale of shares hereunder.

(b) The undersigned shall provide to Lehman prior to the commencement of the execution of transactions under the Plan (i) a representation letter from the Issuer substantially in the form attached as Exhibit A and (ii) if Restricted Securities are to be sold under the Plan, a representation letter substantially in the form attached as Exhibit B-1, as applicable, in which case the undersigned shall comply with the provisions of such letter. The undersigned acknowledged that it is a condition precedent to Lehman's acceptance of this Plan that the Issuer execute the Exhibit A.

(c) The undersigned agrees to deposit in the undersigned's account with Lehman (i) prior to the initial Trade Date, any and all of the Security to be sold pursuant to the Plan (or, if an Aggregate Amount is specified, the undersigned's good faith estimate of the quantity of the Security to be so sold) and (ii) prior to the relevant Trade Date, any cash necessary to make purchases under the Plan. The undersigned acknowledges and agrees that any failure to make such a deposit may result in all or part of the Plan not being executed or the Plan being terminated.

(d) The undersigned directs Lehman to execute the orders specified in the Plan under ordinary principles of best execution. Unless otherwise specified (as in Schedule I), Lehman will execute the undersigned's order on a "Not Held" basis. Not Held orders are market or limit orders that give the Lehman trader the right to use his or her discretion in the price and time of filling the order.

(e) If any Trade Date is not an Exchange Business Day, such Trade Date shall be deemed to be the next succeeding Exchange Business Day, if any, during the term of the Plan. An "Exchange Business Day" is any day that the Exchange is open for business and the Security trades regular-way thereon.

(f) Any fractional number of Security bought or sold pursuant to the Plan will be rounded down to the closest whole number. The Aggregate Share Number, the Trade Share Number and the limit prices, if applicable, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Security or any change in capitalization with respect to the Issuer that occurs during the term of the Plan.

(g) The Plan shall terminate on the earliest to occur of (i) **the close of business on May 31, 2009** (ii) the date on which all shares are sold pursuant to the Plan (iii) the date on which Lehman receives notice of the commencement of any proceedings in respect of or triggered by any of the undersigned's bankruptcy or insolvency, (iv) the date that the Issuer or any other person publicly announces a tender or exchange offer with respect to the Security, (v) the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Security is to be exchanged or converted into securities of another company, (vi) the date of public announcement of the voluntary or involuntary liquidation, bankruptcy, insolvency, or nationalization of, or any analogous proceeding

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affecting, the Issuer, and (vii) the first Exchange Business Day after any of the undersigned or Lehman notifies the other in writing that the Plan shall terminate.

(h) The undersigned certifies that he or she is not in possession of any material non-public information with respect to the Issuer. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold securities of the Issuer. The undersigned agrees not to communicate, directly or indirectly, any material non-public information relating to the Security or the Issuer to any employee of Lehman or its affiliates who is involved, directly or indirectly, in executing the Plan at any time while the Plan is in effect. The undersigned acknowledges that Lehman and its affiliates may from time to time possess material non-public information relating to the Security or the Issuer that is subject to the safe harbor provided by Rule 10b5-1(c)(2).; in this event, Lehman is under no obligation to disclose and shall not disclose that information to the undersigned.

(i) The undersigned certifies that the Plan does not violate or conflict with any law, regulation, insider trading policies of the issuer of the Security ("Insider Plan"), or policy, contract, judgment, order, decree or undertaking applicable to the undersigned or to which the undersigned is a party. The undersigned agrees to notify Lehman in writing if he or she becomes subject to a legal, regulatory, contractual or other restriction that would cause transactions pursuant to the Plan to violate or conflict with any such law, regulation, Insider Plan, policy, contract, judgment, order, decree or undertaking. The undersigned further certifies that any consents required to be obtained with respect to the Plan under any such law, regulation, Insider Plan, policy, contract, judgment, order, decree or undertaking have been obtained and are in full force and effect and that the undersigned is in full compliance with any and all such conditions and has obtained any and all such consents. The undersigned acknowledges that he or she is solely responsible for making any necessary disclosures under and otherwise complying with Rule 144 under the Securities Act, Sections 13 and 16 of the Exchange Act and other applicable law, except that Lehman will be responsible for filing each required Form 144 and complying with the requirements of Rule 144 (e.g. volume limitations, manner of sale requirements) in making any sales pursuant to this Plan that are not made pursuant to a registration statement under the Securities Act. To the extent required by Rule 144, each three months during the term of the Plan, or at such times as Lehman shall request, the undersigned will complete Form 144 and give it to Lehman for filing with the SEC, and the primary exchange on which the Securities trade, if required. In addition, Lehman shall notify the undersigned and the Issuer if transactions which are executed by Lehman pursuant to this Plan, as promptly as reasonably practicable, to allow for Section 16(a) reporting by the undersigned within the time periods required under the rules and regulations of the SEC. The undersigned acknowledges that neither Lehman nor any of its affiliates has advised the undersigned with respect to any legal, regulatory, tax, accounting or economic consequences arising from the Plan or any transactions under the Plan.



(j) The undersigned certifies that the Plan is being entered into in good faith and is not part of a plan or scheme to evade the prohibitions of Rule 10b5-1. While the Plan is in effect, the undersigned agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Security covered by the Plan and agrees not to alter (except as provided in paragraph (q) below) or deviate from, or attempt to exercise any influence over how, when or whether transactions are executed pursuant to, the terms of the Plan. While the Plan is in effect, the undersigned further agrees to notify Lehman of any sale of the Security outside of the Plan is such sale, because of the volume limits of Rule 144, would preclude a sale that otherwise would be made pursuant to the Plan. If the undersigned's sales and whose sales must be aggregated with the undersigned, causes the volume to exceed these limits, then any sales pursuant to the plan shall be suspended until such time that volume restriction under Rule 144 are lifted.

(k) The undersigned agrees to notify Lehman is securities covered under the Plan becomes subject to an underwriter's lock-up provision. In the case of an early release by a Financial Institution from the terms of a lock-

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up program to facilitate a follow-on offering inside a lockup, the undersigned agrees to notify (as provided in paragraph (o) below) Lehman to either: (i) suspend the Plan (ii) terminate the Plan or (iii) amend the Plan. In the case of an amendment, the amended plan should reflect the new lockup provisions imposed by the underwriter. In the case of a follow-on or secondary offering outside the scope of any Initial Public Offering ("IPO) lockup provisions, the undersigned agrees to a full suspension of the Plan (or of the commencement of the Plan) until the new lockup provision expires, whichever is longer. Notwithstanding the foregoing, Lehman, in its sole discretion as an underwriter in any such follow-on or secondary offering, may extend such prohibition of trades under the Plan for an additional period.

(l) The undersigned agrees to indemnify and hold harmless Lehman and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of any material breach by the undersigned of its obligations under this Plan, the incorrectness or inaccuracy of any of the undersigned's representations contain in this Plan, or any violation by the undersigned of applicable laws or regulations relating to this Plan or the transactions contemplated by this Plan. This indemnification shall survive termination of the Plan. Notwithstanding the foregoing, the undersigned will have no indemnification obligation in the case of the negligence or misconduct of Lehman or any other indemnified person.

(m) Notwithstanding any other provision hereof, Lehman shall not be liable to the undersigned for (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or is such losses or damages could have been reasonably foreseen or (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions, terrorist activities or other causes commonly known as "acts of God."

(n) The undersigned acknowledges and agrees that the Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.

(o) All notices to Lehman under the Plan shall be given to Lehman in the manner specified by the Plan by telephone, by facsimile, by e-mail and by certified mail to the address below:

**Lehman Brothers Inc.**  
**399 Park Avenue, 6<sup>th</sup> Floor**  
**New York, NY 10022**

<b>Bob Holland</b>	<b>Tel: 212-526-9926</b>	<b>E-mail: robert.holland@lehman.com</b>
<b>Kristine Albanot</b>	<b>Tel: 212-526-9634</b>	<b>E-mail: kristine.albano@lehman.com</b>

All notices to the undersigned under the Plan shall be given in the manner specified by the Plan by telephone, facsimile, e-mail or certified mail, all as specified below:

Marc Kasher  
AIG Capital Partners  
599 Lexington Avenue, 24<sup>th</sup> Floor

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New York, NY 10022  
Tel: 212 458 2029  
Fax: 212 458 2275  
E-mail: marc.kasher@aig.com

(p) The Plan shall be governed by and construed in accordance with the laws of the State of New York and may be modified or amended only by a writing signed by the undersigned and Lehman. Any modification or amendment by the undersigned further requires (i) all trading under this Plan shall cease upon the execution of any such amendment and resume on the effective date of the modified or amended Plan; (ii) the written consent of Lehman, which consent shall specify the effective date of the modified or amended Plan; (iii) a representation letter from the Issuer substantially in the form attached as Exhibit A; (iv) (1) a certificate signed by the undersigned certifying that the representations and warranties in this Plan are true and correct at and as of the date of such certificate as if made at and as of such date or (2) the execution of a new Plan, as determined by Lehman; and (v) if Restricted Securities are to be sold under the Plan, a representation letter substantially in the form attached as Exhibit B-1, as applicable, in which case the undersigned shall comply with the provisions of such letter. The undersigned acknowledges that terminations of, or modifications or amendments to, a trading plan may affect the undersigned's ability to rely on Rule 10b5-1. The undersigned may not assign the undersigned's rights or obligations under the Plan without the written permission of Lehman and any such assignment without such permission shall be void. The Plan shall be subject to the terms and conditions of the account opening documents (e.g., Client Agreement,) that the undersigned executed with Lehman and, in the event of any inconsistency, the account opening documents shall prevail. Subject to the preceding sentence, the Plan constitutes the entire agreement between the undersigned and Lehman with respect to the Plan and supersedes any prior agreements or understandings with regard to the Plan.

(q) If the undersigned is exercising Options, Lehman Brothers will contact the Primary or Secondary Contacts ("Contacts") below to notify of the exercise of such Options. The Contacts will provide Lehman the calculations of payments to be made to satisfy the undersigned's tax obligations. Lehman will not be responsible

for the calculation of such taxes or payments of such taxes to the applicable governmental tax authority. On the settlement date, the Contacts will alert the Issuer's transfer agent to release the shares to Lehman Brother (Broker#074) via DWAC. If Options are being exercised pursuant to this Plan, the undersigned represents that the shares of stock underlying such Options are being issued pursuant to an effective registration statement on Form S-8 under the Securities Act.

**Primary Contact Information:**

Name:  
Address:  
Telephone:  
Facsimile: N/A  
E-mail:

**Secondary Contact Information:**

Name:

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Address:  
Telephone:  
Facsimile:  
E-mail N/A

- (r) The undersigned represents (Check the applicable box)
  - x The undersigned is subject to the requirements of Section 16 of the Securities Exchange Act of 1934 ("the Exchange Act").
  - o The undersigned is not subject to Section 16 of the Exchange Act.

The undersigned acknowledges that the undersigned is solely responsible for complying with any and all requirements under Section 16 of the Exchange Act in connection with this Plan, and, further, will be solely responsible if any transaction(s) in the Security under this Plan result in the undersigned being liable for short swing profits, as that term is defined in Section 16(b) of the Exchange Act.

(s) The undersigned agrees to pay Lehman \$.03 commission per share for any and all market transactions effected in the Security pursuant to this Plan as indicated in Section 2 herein. Before issuing any proceeds to the undersigned that result from transaction effected under this Plan, Lehman will deduct its commission and applicable transaction fees from such proceeds. No other fees shall be payable to Lehman with respect to the establishment or operation of this Plan, or Lehman services hereunder.

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**Signature Page:**

Date: May 31, 2007  
AIG GLOBAL EMERGING MARKETS FUND, L.L.C,  
By: AIG Capital Partners, Inc. is Managing Member  
Signature: /s/ David Yeung  
Print Name: David Yeung  
Title: President

Date: May 31, 2007  
GEM PARALLEL FUNDS, L.P.  
By: AIG Capital Partners, Inc., its General Partner  
Signature: /s/ David Yeung  
Print Name: David Yeung  
Title: President

Date: May 31, 2007

AIG GLOBAL SPORTS AND ENTERTAINMENT FUND, L.P.

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By: AIG GSEF, L.P., its General Partner

By: AIG GSEF Investment, Ltd, its General Partner

Signature: /s/ David Yeung

Print Name: David Yeung

Title: Director

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**Schedule I — AIG Funds**

**Sell up to 8,000,000 shares in the following way:**

1. Sell 1,000,000 shares at \$1.03 (includes commission) or higher;
2. Sell 1,000,000 shares at \$1.28 (includes commission) or higher;
3. Sell 1,000,000 shares at \$1.53 (includes commission) or higher;
4. Sell 1,000,000 shares at \$2.03 (includes commission) or higher;
5. Sell 1,000,000 shares at \$2.28 (includes commission) or higher;
6. Sell 1,000,000 shares at \$2.53 (includes commission) or higher;
7. Sell 1,000,000 shares at \$2.78 (includes commission) or higher;
8. Sell 1,000,000 shares at \$3.03 (includes commission) or higher;

Provided, Lehman shall reduce the number of shares to be sold by an amount sufficient to comply with the volume limitations of Rule 144(e), if applicable, unless a currently updated registration statement under the Securities Act is available for sales of such shares.

Shares on sale date shall be allocated pro-rata among the AIG Funds in the following proportions:

<u>Name</u>	<u>Account</u>	<u>Percentage</u>
AIG Global Emerging Markets Fund, L.L.C	INSERT	45.2%
GEM Parallel Fund, L.P.	INSERT	4.8%
AIG Global Sports & Entertainment Fund, L.P.	INSERT	50.0%

Plan shall terminate the close of business on May 31, 2009 or when all the shares pursuant to the plan have been sold.

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**Exhibit A — Issuer Representation Letter**

May 31, 2007

AIG Global Sports and Entertainment Fund, L.P.  
AIG Global Emerging Markets Fund, L.L.C.  
GEM Parallel Fund, L.P.  
599 Lexington Avenue  
New York, New York 10022

Ladies and Gentlemen:

Primus Telecommunications Group, Incorporated (the "Issuer") has been advised that the funds listed above which beneficially own Issuer common stock (collectively, the "AIG Funds") have approved a Written Plan For Trading of Securities concerning Issuer common stock, dated as of May 21, 2007 (the "Plan"), as established with Lehman Brothers Inc. ("Lehman") pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934. The Issuer has been advised that the AIG Funds and Lehman desire to make certain clarifying, technical and corrective amendments to the Plan.

To the best of the Issuer's knowledge as of the date of this letter, there are no Issuer restrictions that would prohibit or limit the AIG Funds from amending the Plan. The representation set forth above shall be effective only as of the date listed above, and the Issuer has no duty or obligation to update such representation after the date listed above. No party, other than the AIG Funds or Lehman may rely on the contents of this letter for any purpose whatsoever. The AIG Funds and Lehman may rely on the foregoing representation as of the date hereof solely for purposes of the amendment of the Plan.

If legended Securities are to be sold in compliance with Rule 144 or Rule 145 or registration under the Securities Act of 1933 pursuant to the Plan, the Issuer hereby agrees to de-legend such Securities promptly after receiving a copy of the seller representation letter required by the Plan and Lehman's customary broker's representation letter, or in the case of registration such other information as the Issuer reasonably shall request.

Dated: \_\_\_\_\_  
Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**LEHMAN BROTHERS**

<b>Rule 144 Seller's Representation</b>	
Issuer's Name	
Quantity To Be Sold	Class (e.g., common, preferred)
Shares	

In reliance on Rule 144 under the Securities Act of 1933, I propose to sell, pursuant to a Written Plan for Trading of Securities, dated \_\_\_\_\_ (the "Plan") the above described securities of the above mentioned issuer ("Issuer") either through you as brokers or to you as "market maker" (as that term is defined in Section 3(a)(38) of the Securities Exchange Act of 1934). I have no present intention to sell additional securities of the Issuer through any other means.

I have not made and do not propose to make any payment in connection with the execution of the transaction, except the usual and customary broker's commissions or dealer's charges to you. I have not solicited or arranged for the solicitation of orders to buy in anticipation of or in connection with the proposed sale.

I am either (a) a Rule 144 defined "affiliate" of the Issuer (i.e. a person or entity that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Issuer), or (b) proposing to sell "restricted securities," (i.e., securities originally acquired directly or indirectly from the Issuer, or from an affiliate of the Issuer, in a transaction not involving a public offering) which were acquired and fully paid for more than one year ago. If the securities were a gift to me, I represent that they were acquired by the donor more than one year ago. If the securities were purchased privately by me from a "non-affiliate" of the Issuer, I represent that they were acquired by the non-affiliate seller more than one year ago.

I am not acting in concert with any other person in selling these securities, nor am I engaged in a plan with anyone else to dispose of these securities, except as specified in my Written Plan for Trading of Securities dated May 21, 2007, as amended.

During the term of the Plan, I will not, nor will I permit any person whose sales must be aggregated with mine as provided in Paragraphs (a) and (e) of Rule 144 to, without your prior written consent, sell any securities of the Issuer to the extent such sales would be aggregated with sales pursuant to the Plan.

To the extent required by Rule 144, each three months during the term of the Plan, or at such times as you shall request, I will complete Form 144 and give it to you for filing with the SEC, and the primary exchange on which the Securities trade, if required.

The shares that I hereby propose to sell, together with all sales made by me and by any person whose sale(s) must be aggregated with mine as provided in Paragraphs (a) and (e) of Rule 144 during the three months prior to the date of this sale, do not and will not exceed the greater of either 1% of the outstanding shares of this Issuer, or the average weekly volume in the securities for the past four full calendar weeks prior to the date of this sale (the applicable volume is that reported on all national securities exchanges, pursuant to an "effective transaction reporting plan," or pursuant to an "effective national market system plan" (as those terms are defined in Rule 600 of the Securities Exchange Act of 1934)).

As used in this letter, the term "person" has the same meaning as defined in Rule 144(a)(2) and includes the following:

- My spouse or any relative of mine or of my spouse who resides in the same household as myself;
- Any Trust or estate in which I and/or any person referred to in clause (i) collectively own 10 percent or more of the total beneficial interest or of which I or any such persons serve as trustee, executor, or in any similar capacity; and
- Any corporation or other organization (other than the Issuer) in which I and/or any persons specified in clause (i) beneficially own 10 percent or more of any class of equity securities or of the equity interest.

In the three months prior to the date of this sale, I, together with any person whose sales must be aggregated with mine (check one):

- have no sold, gifted, pledged, or donated, any securities of the Issuer; or
- have sold, gifted, pledged, or donated (quantity) shares of the (class) securities of the Issuer.
- I hereby deliver to you a signed copy of Form 144 (Notice of Proposed Sale of Securities Pursuant to Rule 144), if required, covering the above sale, three copies of which have been mailed to the SEC and, if the stock is listed on a national securities exchange, a copy of Form 144 has been mailed to that exchange.
- I hereby deliver to you sufficient signed copies of the Form 144, if required, to be filed by you simultaneously with or prior to the sale.

I have a bona fide intention to sell these securities within a reasonable time after the transmittal of Form 144 to the SEC. If these securities have not been sold within 90 days of such date, I understand a new filing will be required.

I do not know or have any reason to believe that the Issuer is not current in its reports to the SEC as required by Rule 144(c)(1) (i.e., that the Issuer has filed the reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 for a period of at least 90 days immediately preceding the date of the proposed sale and, in addition, has filed the most recent annual report required to be filed thereunder).

I represent that the sale of these shares is not subject to any contractual limitation and that the shares I propose to sell are not subject to any restriction on resale or any pledge, lien, mortgage, adverse claim, security interest, charge, option or other encumbrance whatsoever, other than the resale restrictions placed on the securities by the Issuer.

I am not in possession, or aware of, any material non-public information concerning the business, operations or prospects of the Issuer and I will not be in possession of, or aware of, any such information at the time of placing any order with respect to these securities. I confirm that I have requested you to sell such shares for personal reasons and not because of any information which I may have with respect to the Issuer or its current or prospective operations.

I am not aware of any facts or circumstance indicating that I am an "underwriter" of these securities of that this sale is part of a "distribution" of these securities as those terms are defined in or applied under the Securities Act of 1933.

I agree to indemnify you for any damages you may incur as a result of (i) unavailability of the exemption provided by Rule 144 from the registration requirements of the Securities Act of 1933; or (ii) as a result of the transfer agent refusing or delaying the transfer of these securities, Notwithstanding the foregoing, I will have no indemnification obligation in the case of the negligence or misconduct of you. In the case of clause (ii), I will only have an indemnification obligation in the event the transfer agent's conduct is attributable to the negligence or misconduct of myself.

I hereby authorize you, if you deem it necessary, to contact my attorney, (name and telephone number) , the Issuer, its transfer agent, and their agents and representatives concerning this transaction. I hereby confirm that all of the information contained in this letter and in Form 144, if required, if true and correct, and can be relied on by you and the above persons. I also agree to notify you promptly of any changes in the facts set forth in this letter.

Account Number	Print Name of Seller
Date	Signature of Seller

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 144**

**NOTICE OF PROPOSED SALE OF SECURITIES  
PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933**

OMB APPROVAL
OMB Number: 3235-0101
Expires: December 31, 2009
Estimated average burden hours per response . . . . . 2.00
SEC USE ONLY
DOCUMENT SEQUENCE NO.
CUSIP NUMBER
WORK LOCATION
(e) TELEPHONE NO.
AREA CODE
NUMBER

**ATTENTION:** Transmit for filing 3 copies of this form concurrently with either placing an order with a broker to execute sale or executing a sale directly with a market maker.

1 (a) NAME OF ISSUER (Please type or print)		(b) IRS IDENT. NO.	(c) S.E.C. FILE NO.		
1 (d) ADDRESS OF ISSUER		STREET	CITY	STATE	ZIP CODE
2 (a) NAME OF PERSON FOR WHOSE ACCOUNT THE SECURITIES ARE TO BE SOLD		(b) IRS IDENT. NO.	(c) RELATIONSHIP TO ISSUER	(d) ADDRESS STREET	CITY STATE ZIP CODE

*INSTRUCTION: The person filing this notice should contact the issuer to obtain the I.R.S. Identification Number and the S.E.C. File Number.*

3 (a) Title of the Class of Securities To Be Sold	(b) Name and Address of Each Broker Through Whom the Securities are to be Offered or Each Market Maker who is Acquiring the Securities	SEC USE ONLY Broker-Dealer File Number	(c) Number of Shares or Other Units To Be Sold (See instr. 3(c))	(d) Aggregate Market Value (See instr. 3(d))	(e) Number of Shares or Other Units Outstanding (See instr. 3(e))	(f) Approximate Date of Sale (See instr. 3(f)) (MO. DAY YR.)	(g) Name of Each Securities Exchange (See instr. 3(g))

**INSTRUCTIONS:**

- |  |   |
|--|---|
| <p>1. (a) Name of issuer<br/>         (b) Issuer's I.R.S. Identification Number<br/>         (c) Issuer's S.E.C. file number, if any<br/>         (d) Issuer's address, including zip code<br/>         (e) Issuer's telephone number, including area code</p> | <p>3. (a) Title of the class of securities to be sold<br/>         (b) Name and address of each broker through whom the securities are intended to be sold<br/>         (c) Number of shares or other units to be sold (if debt securities, give the aggregate face amount)<br/>         (d) Aggregate market value of the securities to be sold as of a specified date within 10 days prior to the filing of this notice<br/>         (e) Number of shares or other units of the class outstanding, or if debt securities the face amount thereof outstanding, as shown by the most recent report or statement published by the issuer<br/>         (f) Approximate date on which the securities are to be sold<br/>         (g) Name of each securities exchange, if any, on which the securities are intended to be sold</p> |
| <p>2. (a) Name of person for whose account the securities are to be sold<br/>         (b) Such person's I.R.S. identification number, if such person is an entity</p>  |   |

- (c) Such person's relationship to the issuer (e.g., officer, director, 10% stockholder, or member of immediate family of any of the foregoing)
- (d) Such person's address, including zip code

**Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1147 (01-07)

**TABLE I — SECURITIES TO BE SOLD**

*Furnish the following information with respect to the acquisition of the securities to be sold and with respect to the payment of all or any part of the purchase price or other consideration therefore:*

Title of the Class	Date you Acquired	Nature of Acquisition Transaction	Name of Person from Whom Acquired <i>(If gift, also give date donor acquired)</i>	Amount of Securities Acquired	Date of Payment	Nature of Payment
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**INSTRUCTIONS:** If the securities were purchased and full payment therefore was not made in cash at the time of purchase, explain in the table or in a note thereto the nature of the consideration given. If the consideration consisted of any note or other obligation, or if payment was made in installments describe the arrangement and state when the note or other obligation was discharged in full or the last installment paid.

**TABLE II — SECURITIES SOLD DURING THE PAST 3 MONTHS**

*Furnish the following information as to all securities of the issuer sold during the past 3 months by the person for whose account the securities are to be sold.*

Name and Address of Seller	Title of Securities Sold	Date of Sale	Amount of Securities Sold	Gross Proceeds
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**REMARKS:** *The share covered by this Form 144 are being sold pursuant to a Rule 10b5-1 plan dated \_\_\_\_\_, and the representation below regarding the seller's knowledge of material information speaks as of that date.*

**INSTRUCTIONS:**  
See the definition of "person" in paragraph (a) of Rule 144. Information is to be given not only as to the person for whose account the securities are to be sold but also as to all other persons included in that definition. In addition, information shall be given as to sales by all persons whose sales are required by paragraph (e) of Rule 144 to be aggregated with sales for the account of the person filing this notice.

**ATTENTION:**  
*The person for whose account the securities to which this notice relates are to be sold hereby represents by signing this notice that he does not know any material adverse information in regard to the current and prospective operations of the Issuer of the securities to be sold which has not been publicly disclosed.*

\_\_\_\_\_  
DATE OF NOTICE

\_\_\_\_\_  
(SIGNATURE)

*The notice shall be signed by the person for whose account the securities are to be sold. At least one copy of the notice shall be manually signed. Any copies not manually signed shall bear typed or printed signatures.*

**ATTENTION: Intentional misstatements or omission of facts constitute Federal Criminal Violations (See 18 U.S.C. 1001)**

SEC 1147 (01-04)