

**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): March 13, 2006

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

(Exact Name of Registrant as Specified in Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

0-29092
(Commission File Number)

54-1708481
(IRS Employer
Identification No.)

7901 Jones Branch Drive, Suite 900
McLean, Virginia
(Address of Principal Executive Offices)

22102
(Zip Code)

Registrant's telephone number, including area code: 703-902-2800
(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 (see General Instruction A.2. below):

- 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))
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Item 1.01 Entry into a Material Definitive Agreement

On March 13, 2006, Primus Telecommunications Group, Incorporated (the “Registrant”) entered into a subscription agreement (the “Subscription Agreement”) with an existing stockholder (the “Investor”), pursuant to which it sold 6,666,667 shares of the Company’s common stock (the “Offering”) pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-110241), as supplemented by the Prospectus Supplement dated March 13, 2006. On March 15, 2006, the closing of the Offering was completed. The aggregate number of shares of common stock issued by the Company under the Subscription Agreement represents approximately 5.86% of the Company’s outstanding common stock as of March 13, 2006 after giving effect to the issuance of such shares. The purchase price per share of \$0.750 represents a discount of 6.13% from the closing price of the Company’s common stock on the Nasdaq National Market on March 10, 2006.

A copy of the Subscription Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

See Exhibit Index attached hereto.

SIGNATURE

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.

PRIMUS TELECOMMUNICATIONS
GROUP, INCORPORATED

Date: March 15, 2006

By: /s/ Thomas R. Kloster
Thomas R. Kloster
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP
10.1	Form of Subscription Agreement
23.1	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (contained in Exhibit 5.1 above).

March 13, 2006

+1 202 663 6000 (t)

+1 202 663 6363 (f)

wilmerhale.com

Primus Telecommunications Group, Incorporated
7901 Jones Branch Drive
Suite 900
McLean, Virginia 22102

Re: Prospectus Supplement to Registration Statement on Form S-3

Ladies and Gentlemen:

This opinion is furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-110241) (the "Registration Statement") filed by Primus Telecommunications Group, Incorporated, a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of shares of common stock, \$0.01 par value per share (the "Common Stock"), preferred stock, depositary shares, debt securities and warrants, all of which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed \$200,000,000 and (ii) the prospectus supplement, dated March 13, 2006, included in the Registration Statement (the "Prospectus Supplement") relating to the issue and sale of up to 6,666,667 shares (the "Shares") of Common Stock of the Company.

The Shares are to be sold by the Company in a registered direct offering to an investor pursuant to a subscription agreement (the "Subscription Agreement") in the form attached as Exhibit A to the Prospectus Supplement, which form shall be filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated the date hereof.

We are acting as counsel for the Company in connection with the issue and sale by the Company of the Shares. We have examined a signed copy of the Registration Statement and a copy of the Prospectus Supplement, each as filed with the Commission. We have also examined and relied upon the Subscription Agreement, minutes of meetings of the stockholders and the Board of Directors, including committees thereof, of the Company as provided to us by the Company, the Certificate of Incorporation and By-Laws of the Company, each as restated and/or amended to date, and such other documents as we have deemed necessary for purposes of rendering the opinions hereinafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents.

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

Wilmer Cutler Pickering Hale and Dorr LLP, 2445 M Street, NW, Washington, DC 20037

Baltimore Beijing Berlin Boston Brussels London Munich New York Northern Virginia Oxford Palo Alto Waltham Washington

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Subscription Agreement, the Shares will be validly issued, fully paid and nonassessable.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect and may not be used, quoted or relied upon for any other purpose nor may this opinion be furnished to, quoted to or relied upon by any other person or entity, for any purpose, without our prior written consent.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act with the Commission as an exhibit to the Current Report on Form 8-K to be filed by the Company in connection with the issue and sale of the Shares and to the use of our name in the Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING
HALE AND DORR LLP

By: /s/ Thomas W. White

Thomas W. White, Partner

FORM OF SUBSCRIPTION AGREEMENT

This subscription (this "Subscription") is dated March 13, 2006, by and between _____ ("Buyer") and Primus Telecommunications Group, Incorporated ("Seller" or "Company"), whereby the parties agree as follows:

1. Subscription.

- a) Buyer agrees to buy and Seller agrees to sell and issue to Buyer 6,666,667 shares of common stock, \$.01 par value per share, of Seller (the "Common Stock") for an aggregate purchase price of \$5,000,000 (the "Purchase Price"). The shares of Common Stock to be issued to Buyer are hereinafter referred to as the "Shares".
- b) The Shares have been registered under the Securities Act of 1933, as amended (the "Securities Act"), on a Registration Statement on Form S-3, File No. 333-110241 (the "Registration Statement"), which Registration Statement has been declared effective by the Securities and Exchange Commission, has remained effective since such date and is effective on the date hereof.
- c) On March 15, 2006 (the "Closing Date"), Buyer shall wire the Purchase Price to Seller pursuant to the wire instructions set forth on the signature page hereto. Seller shall deliver to Buyer physical stock certificates representing the Shares no later than one (1) business day after the Closing Date, at the address set forth on the signature page to this Subscription. The Shares shall be unlegended and free of any resale restrictions.

2. Seller Representations and Warranties. Seller represents and warrants that: (a) it has full right, power and authority to enter into this Subscription and to perform all of its obligations hereunder; (b) this Subscription has been duly authorized and executed by and constitutes a valid and binding agreement of Seller enforceable in accordance with its terms; (c) the execution and delivery of this Subscription and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) Seller's certificate of incorporation or by-laws, or (ii) any material agreement to which Seller is a party or by which any of its property or assets is bound; (d) the Shares have been duly authorized for sale and issuance, and when issued and delivered by Seller against payment therefor pursuant to this Subscription, will be validly issued, fully paid and nonassessable; (e) the Registration Statement and any post-effective amendment thereto, at the time it became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (f) the prospectus contained in the Registration Statement, as amended or supplemented, did not contain as of the effective date thereof, and as of the date hereof does not contain, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (g) all preemptive rights or rights of first refusal held by stockholders of the Company and applicable to the

transactions contemplated hereby have been duly satisfied or waived in accordance with the terms of the agreements between the Company and such stockholders conferring such rights.

3. Buyer Representations, Warranties and Acknowledgments. Buyer represents and warrants that: (a) it has full right, power and authority to enter into this Subscription and to perform all of its obligations hereunder; (b) this Subscription has been duly authorized and executed by and constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms; (c) the execution and delivery of this Subscription and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) Buyer's charter documents, or (ii) any material agreement or any law or regulation to which Buyer is a party or by which any of its property or assets is bound; (d) prior to the execution hereof, Buyer has received in portable document format (i) Seller's Preliminary Prospectus Supplement, dated March 10, 2006 (the "Preliminary Prospectus Supplement"), and the accompanying Prospectus, dated January 16, 2004, (the "Prospectus") and (ii) Seller's Prospectus Supplement (the "Prospectus Supplement"), dated March 13, 2006 and the Prospectus, in each case, prior to or in connection with the receipt of this Subscription and relating to Seller's sale of the Shares; and (e) except as set forth immediately below, neither Buyer nor any affiliate of Buyer is a "beneficial owner" (as defined in Rule 13d-3(a) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of shares of Seller's Common Stock or securities that are convertible into shares of Seller's Common Stock, other than the Shares purchased pursuant to this Subscription. As of the date of this Subscription, neither Buyer nor any affiliate of Buyer has any intention of acquiring any shares of Seller's Common Stock, or securities convertible into shares of Seller's Common Stock, other than the Shares purchased by Buyer pursuant to the terms of this Subscription.

SHARES OF SELLER'S COMMON STOCK AND SECURITIES CONVERTIBLE INTO SHARES OF SELLER'S COMMON STOCK
BENEFICIALLY OWNED BY SELLER:

TITLE:	AMOUNT:
_____	_____
_____	_____
_____	_____
_____	_____

4. Miscellaneous.

a) No offer by Buyer to buy Shares will be accepted and no part of the Purchase Price will be delivered to Seller until Seller has accepted such offer by countersigning a copy of this Subscription, and any such offer may be withdrawn or revoked, without obligation or commitment of any

kind, at any time prior to Seller sending (orally, in writing or by electronic mail) notice of its acceptance of such offer. An indication of interest in response to Buyer signing this Subscription will involve no obligation or commitment of any kind until this Subscription is accepted and countersigned by Seller and notice of such acceptance has been sent as aforesaid.

- b) This Subscription constitutes the entire understanding and agreement between the parties with respect to its subject matter and there are no agreements or understandings with respect to the subject matter hereof which are not contained in this Subscription. This Subscription may be modified only in writing signed by the parties hereto.
- c) This Subscription may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Execution may be made by delivery by facsimile.
- d) The provisions of this Subscription are severable and, in the event that any court or officials of any regulatory agency of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Subscription shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Subscription and this Subscription shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible, so long as such construction does not materially adversely effect the economic rights of either party hereto.
- e) All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, sent by a recognized overnight courier service such as Federal Express, or sent via facsimile and confirmed by letter, to the party to whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To Seller: as set forth on the signature page hereto.

To Buyer: as set forth on the signature page hereto.

All notices hereunder shall be effective upon receipt by the party to which it is addressed.

- f) This Subscription shall be governed by and interpreted in accordance with the laws of the State of Delaware for contracts to be wholly performed in such state and without giving effect to the principles thereof regarding the conflict of laws. To the extent determined by such court, the prevailing party shall reimburse the other party for any reasonable legal fees and disbursements incurred in enforcement of, or protection of any of its rights under this Subscription.

If the foregoing correctly sets forth our agreement, please confirm this by signing and returning to us the duplicate copy of this letter.

AGREED AND ACCEPTED:

SELLER:

**PRIMUS TELECOMMUNICATIONS GROUP,
INCORPORATED**

By: _____
Name:
Title:

Address for Notice:

Primus Telecommunications Group, Incorporated
7901 Jones Branch Drive, Suite 900
McLean, VA 22102
Telephone: (703) 902-2800
Facsimile: (703) 902-2814
Attention: Chief Financial Officer, Thomas R. Kloster
E-mail: tkloster@primustel.com

Wire Instructions:

RECEIVING BANK

NAME:
ABA #:
ACCOUNT #:
ACCOUNT NAME:

BUYER:

By: _____
Name:
Title:

Addressfor Notice:

Facsimile:
Attention:
SSN or Tax ID No.: