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): April 16, 1998

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

Delaware	0-29-092	54-1708481
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1700 Old Meadow Road
McLean, Virginia 22102
(Address of principal executive offices)

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

ITEM 5. OTHER EVENTS

As of April 16, 1998, Primus Telecommunications Group, Incorporated ("Primus"), Taurus Acquisition Corporation, a Florida corporation and a wholly-owned subsidiary of Primus ("TAC"), and TresCom International, Inc., a Florida corporation ("TresCom"), entered into Amendment No. 2 to Agreement and Plan of Merger (the "Amendment"), which amended the Agreement and Plan of Merger, dated as of February 3, 1998, by and among Primus, TAC and TresCom, which was previously amended by Amendment No. 1 to Agreement and Plan of Merger, dated April 8, 1998, by and among Primus, TAC and TresCom (as amended, the "Merger Agreement").

The Amendment changes the consideration to be paid in the merger. The Amendment provides for TresCom shareholders, other than Primus and its affiliates, to receive shares of Primus common stock having a value of $12.00 (based on the volume-weighted average sales price per share of Primus common stock for the 20 trading-day period ending on the third trading day prior to the effective time of the merger) in exchange for each share of TresCom common stock held by them at the effective time of the merger. Additionally the Amendment modifies or eliminates certain covenants and closing conditions. Provisions regarding a potential downward adjustment in the consideration to be received by TresCom shareholders and TresCom's related walk-away rights were also eliminated.

Additionally, in connection with the Amendment, as of April 16, 1998, Warburg, Pincus Investors, L.P. ("Warburg, Pincus") agreed to amend the stockholder agreement by and among Primus, TAC, K. Paul Singh and Warburg, Pincus, dated as of February 3, 1998 (the "Amendment to the Stockholder Agreement"). Also in connection with the Amendment, as of April 16, 1998, Messrs. Wesley T. O'Brien and Rudolph McGlashan agreed to amend their voting agreements between each of them, on the one hand, and Primus, on the other hand, dated as of February 3, 1998 (the "Amendment to the TresCom Voting Agreements", collectively with the Amendment to the Stockholder Agreement, the "Amendments to the TresCom Shareholder Agreements").

Pursuant to the Amendments to the TresCom Shareholder Agreements, Warburg, Pincus, and Messrs. O'Brien and McGlashan granted Primus options to purchase shares of TresCom common stock beneficially owned by them at an option exercise price per share of $12.00(based on the volume-weighted average sales price per share of Primus common stock for the 20 trading-day period ending on

the third trading day prior to the exercise of the option), payable in shares of Primus common stock, if the Merger Agreement terminates under defined circumstances. The defined circumstances under which the options may be exercised by Primus are those in which the Merger Agreement would be terminated by either Primus or TresCom and Primus would be entitled to the termination fee as provided for in the Merger Agreement. Additionally, pursuant to the Amendment to the Stockholder Agreement, if the option granted by Warburg, Pincus is exercised, Warburg, Pincus has agreed to use its reasonable best efforts to cause the existing Warburg, Pincus designees to the TresCom board of directors to resign and upon such resignations, TresCom has agreed to use its reasonable best efforts to restructure the TresCom board of directors so that designees of Primus constitute a majority of the members of the TresCom board of directors. Primus also agreed, if it exercises the option granted by Warburg, Pincus, to offer to acquire all outstanding shares of TresCom common stock not otherwise owned by Primus or its affiliates, at the same price paid to Warburg, Pincus and payable in shares of Primus common stock. Primus also agreed to grant Messrs. O'Brien and McGlashan certain piggyback registration rights and put rights which are exercisable if the options they granted to Primus are exercised and if, in connection with such exercise, they receive shares of Primus common stock which are "restricted" within the meaning of Rule 144 under the Securities Act of 1933, as amended.

Except as otherwise set forth above, neither the Merger Agreement nor the Amendments to the TresCom Shareholder Agreements were modified in any material respect. The foregoing summary of the Amendment and the Amendments to the TresCom Shareholder Agreements is qualified in its entirety by reference to each of such amendments which are filed as exhibits to this Form 8-K, reference to which is hereby made for the full text thereof.

ITEM 7. FINANCIAL STATEMENTS, PROFORMA FINANCIAL INFORMATION AND EXHIBITS

2.1 Amendment No. 2 to Agreement and Plan of Merger by and among TAC, TresCom and Primus, dated as of April 16, 1998.

10.1 Amendment No. 1 to the Stockholder Agreement by and among Primus, TAC, K. Paul Singh and Warburg, Pincus, dated, as of April 16, 1998.

10.2 Amendment No. 1 to the Voting Agreement by and between Primus and Wesley T. O'Brien dated as of April 16, 1998.

10.3 Amendment No. 1 to the Voting Agreement by and between Primus and Ruddy McGlashan dated as of April 16, 1998.

99.1 Joint Press Release of Primus and TresCom dated April 17, 1998.

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

/s/ Neil L. Hazard

Date: April 23, 1998

By: Neil L. Hazard
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
2.1	Amendment No. 2 to Agreement and Plan of Merger by and among TAC, TresCom and Primus, dated as of April 16, 1998.
10.1	Amendment No. 1 to the Stockholder Agreement by and among Primus, TAC, K. Paul Singh, Trescom and Warburg, Pincus dated as of April 16, 1998.
10.2	Amendment No. 1 to the Voting Agreement by and between Primus and Wesley T. O'Brien, dated as of April 16, 1998.
10.3	Amendment No. 1 to the Voting Agreement by and between Primus and Ruddy McGlashan, dated as of April 16, 1998.
99.1	Joint Press Release of Primus and TresCom dated April 17, 1998.

EXHIBIT 2.1

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

This Amendment No. 2 to Agreement and Plan of Merger (this "Amendment No. 2") is made and entered into as of April 16, 1998, by and among Primus Telecommunications Group, Incorporated, a Delaware corporation (the "Purchaser"), Taurus Acquisition Corporation, a Florida corporation and wholly-owned subsidiary of the Purchaser (the "Purchaser Subsidiary"), and TresCom International, Inc., a Florida corporation (the "Target"). The Purchaser, the Purchaser Subsidiary and the Target are referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, the Purchaser, the Purchaser Subsidiary and the Target previously entered into an Agreement and Plan of Merger dated as of February 3, 1998 (the "Original Agreement") and an Amendment No. 1 to Agreement and Plan of Merger dated as of April 8, 1998 (the "Amendment No. 1", and together with the Original Agreement, the "Amended Agreement");

WHEREAS, concurrently with this Amendment No. 2, and as a condition hereto, the Parties, Mr. K. Paul Singh, and the Stockholder are entering into an amendment to the Stockholder Agreement; and

WHEREAS, it is now the intention of the Parties to amend the Amended Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The definition of "Purchaser-owned Share" contained in Section 1 of the Original Agreement is hereby amended and restated in its entirety as follows:

"'Purchaser-owned Share' means any Target Share that is beneficially owned by any Purchaser Company, except for any Target Shares beneficially owned by any Purchaser Company due to any provisions contained in (i) the Stockholder Agreement, dated as of February 3, 1998, and as subsequently amended as of April 16, 1998, by and among Stockholder, Purchaser, Purchaser Subsidiary, K. Paul Singh and Target; and (ii) the Voting Agreements, dated as of February 3, 1998, and as subsequently amended as of April 16, 1998, by and between Messrs. Wesley T. O'Brien and Rudolph McGlashan, on the one hand, and Purchaser, on the other hand."

2. Section 2(d)(v) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(v) Conversion of Target Shares. At and as of the Effective Time, (A) each issued and outstanding Target Share (other than any Purchaser-owned Shares) shall be converted into the right to receive the Per Share Merger Consideration, and all such Target Shares shall no longer be outstanding, shall be canceled and retired, shall cease to exist, and each holder of a certificate representing any such Target Shares shall thereafter cease to have any rights with respect to such Target Shares, except the right to receive the Per Share Merger Consideration for such Target Shares upon the surrender of such certificate in accordance with Section 2(e) below, and (B) each Purchaser-owned Share and each Target Share held in the treasury of the Target or by any Subsidiary of the Target shall be canceled without payment therefor; provided, however, that the Per Share Merger Consideration shall be subject to proportionate adjustment in the event of any stock split, stock dividend or reverse stock split. No Target Share shall be deemed to be outstanding or to have any rights other than those set forth above in this Section 2(d)(v) after the Effective Time. As used herein, the term "Per Share Merger Consideration" shall mean that number of Purchaser Shares determined by applying to each Target Share an

exchange ratio (the "Exchange Ratio") determined as follows: the Exchange Ratio shall be the quotient of $12.00 divided by the Weighted Average Sales Price of a Purchaser Share as of the Closing Date. Notwithstanding anything in this Section 2(d)(v), no fractional Purchaser Shares shall be issued to holders of Target Shares. In lieu thereof, each holder of shares of Target Shares who would otherwise have been entitled to receive a fraction of a Purchaser Share (after taking into account all certificates delivered by such holder at any one time) shall receive an amount in cash equal to such fraction of a Purchaser Share, multiplied by the Weighted Average Sales Price of a Purchaser Share as of the Closing Date. "Weighted Average Sales Price of a Purchaser Share" means the volume-weighted average sales price per Purchaser Share as reported by Bloomberg Information Systems, Inc. during a period consisting of the third Nasdaq trading day prior to the date as of which the Weighted Average Sales Price of a Purchaser Share is being determined and the nineteen (19) consecutive trading days prior to such day (the "Valuation Period")."

3. Section 3(h) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(h) Compliance. Except as set forth in Section 3(h) of the Target Disclosure Letter, the Target and its Subsidiaries are in compliance with all applicable foreign, federal, state and local laws, rules and regulations except where the failure to be in compliance could not reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Target and its Subsidiaries taken as a whole."

4. Section 3(l) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(l) Fairness Opinion. (i) The Robinson-Humphrey Company, LLC has delivered to the Target Board the Target Fairness Opinion, and a true and complete copy thereof has been furnished to the Purchaser. (ii) The Robinson-Humphrey Company, LLC has not withdrawn the Target Fairness Opinion."

5. Section 3(n) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(n) Florida Business Corporation Law. For purposes of Section 607.0902 of the Florida Business Corporation Law, the execution and delivery of the Stockholder Agreement, and the purchase of Target Shares or other securities issued by the Target by Purchaser Companies, including pursuant to the Stockholder Agreement and the voting agreements referred to in the preambles of this Agreement, will not constitute a "control share acquisition" as defined in Section 607.0902(2) of the Florida Business Corporation Law."

6. Section 4(j) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(j) Fairness Opinion. (i) BT Alex. Brown Incorporated has delivered to the Purchaser Board the Purchaser Fairness Opinion, and a true and complete copy thereof has been furnished to the Target. (ii) BT Alex. Brown Incorporated has not withdrawn the Purchaser Fairness Opinion."

7. Section 4(l) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(l) Compliance. The Purchaser and its Subsidiaries are in compliance with all applicable foreign, federal, state and local laws, rules and regulations except where the failure to be in compliance could not reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Purchaser and its Subsidiaries taken as a whole."

8. Section 5(d)(iv) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(iv) after April 16, 1998 and prior to May 31, 1998, without first having consulted with the Purchaser, none of the Target or its Subsidiaries will enter into any legally binding written commitment or obligation with respect to, or incur any indebtedness for borrowed money with respect to, (1) any capitalized lease, (2) any capital expenditure, including equipment purchases, (3) any fees, costs or expenses relating to the transactions contemplated hereby, (4) any acquisition earn-out payments or (5) any compensation (including, without limitation, "stay-bonus" or similar arrangements or fees) to employees, stockholders or consultants (or any Affiliates thereof) of the Target as a result of the consummation of the Merger which, individually or, when taken together with related incurrences, commitments or obligations, exceeds $250,000; it being understood that if the Effective Time shall not have occurred on or prior to May 31, 1998, and the Agreement has not otherwise terminated in accordance with its terms, the Parties agree to negotiate in good faith with each other an appropriate extension of this covenant to relate to periods after May 31, 1998;".

9. Section 6(a)(iii) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(iii) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date, except for (A) changes contemplated by this Agreement, (B) those representations and warranties which address matters only as of a particular date (which shall have been true and correct as of such date), and (C) those representations and warranties set forth in Sections 3(g)(ii)(A), 3(j) and 3(l)(ii) which shall have been true and correct as of February 3, 1998;".

10. Sections 6(a)(ix) of the Amended Agreement is hereby deleted in its entirety.

11. Section 6(b)(iii) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"(iii) the representations and warranties set forth in Section 4 above shall be true and correct in all material respects at and as of the Closing Date, except for (A) changes contemplated by this Agreement, (B) those representations and warranties which address matters only as of a particular date (which shall have been true and correct as of such date), and (C) those representations and warranties set forth in Sections 4(g), 4(i) and 4(j)(ii) which shall have been true and correct as of February 3, 1998;".

12. The last paragraph of Section 6(a) of the Amended Agreement is hereby amended and restated in its entirety as follows:

"Subject to the provisions of applicable law, the Purchaser and Purchaser Subsidiary may waive, in whole or in part, any condition specified in this Section 6(a) if they execute a writing so stating at or prior to the Closing."

13. Section 7(a)(vi) of the Amended Agreement, and the definition of "Additional Consideration" set forth in Section 1 of the Amended Agreement, are hereby deleted in their entirety.

14. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Amended Agreement.

15. In the case of any inconsistency or conflict between the provisions of this Amendment No. 2 and the provisions of the Amended Agreement, the provisions of this Amendment No. 2 shall govern.

16. Except as expressly provided for in this Amendment No. 2, all terms, conditions and obligations contained in the Amended Agreement are hereby confirmed and shall remain unchanged and in full force and effect.

17. Where provisions of the Amended Agreement are deleted in their entirety, without amendment, restatement or replacement as a result of this Amendment No. 2, the words "Intentionally Omitted" shall be inserted in their place.

18. Purchaser and Purchaser Subsidiary hereby confirm to Target, and Target hereby confirms to Purchaser and Purchaser Subsidiary, that each of them is not aware of any conditions to Closing contained in the Amended Agreement that it believes will not be satisfied on the Closing Date.

19. THIS AMENDMENT NO. 2 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS RULES.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the date first above written.

PRIMUS TELECOMMUNICATIONS
GROUP, INCORPORATED

By: /s/ K. Paul Singh

Name: K. Paul Singh
Title: Chairman, President and Chief Executive Officer

TAURUS ACQUISITION CORPORATION

By: /s/ K. Paul Singh

Name: K. Paul Singh
Title: President

TRESCOM INTERNATIONAL, INC.

By: /s/ Wesley T. O'Brien

Name: Wesley T. O'Brien
Title: President and Chief Executive Officer

EXHIBIT 10.1

AMENDMENT NO. 1 TO THE STOCKHOLDER AGREEMENT

This Amendment No. 1, dated as of April 16, 1998 ("Amendment No. 1"), to the Stockholder Agreement dated as of February 3, 1998 (the "Stockholder Agreement"), is entered into by and among Warburg, Pincus Investors, L.P., a Delaware limited partnership ("Stockholder"), Primus Telecommunications Group, Incorporated, a Delaware corporation ("Purchaser"), Taurus Acquisition Corporation, a Florida corporation and a wholly-owned subsidiary of Purchaser ("Purchaser Subsidiary"), K. Paul Singh, a resident of the Commonwealth of Virginia (the "Executive"), and, as to Section 2A.6 hereof only, TresCom International, Inc., a Florida corporation (the "Target"). The Stockholder, Purchaser, Purchaser Subsidiary and Executive are referred to collectively herein as the "Parties". Capitalized terms not otherwise defined herein have the meanings set forth in the Stockholder Agreement.

WITNESSETH:

WHEREAS, the Parties previously entered into the Stockholder Agreement and, together with the Target (as to Section 2A.6 hereof only) now desire to amend the Stockholder Agreement as set forth below;

WHEREAS, concurrently with this Amendment No. 1, and as a condition hereto, Purchaser, Purchaser Subsidiary and Target are entering into an amendment to the Agreement and Plan of Merger dated as of February 3, 1998 (as so amended, as previously amended and as hereafter amended, the "Merger Agreement");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Target (as to Section 2A.6 hereof only) agree as follows:

1. Section 1.1 of the Stockholder Agreement is hereby amended by deleting the words ", except as expressly set forth below," and the proviso appearing in the last sentence thereof.

2. Section 2.1 of the Stockholder Agreement is hereby amended (i) by deleting the words "fifty percent (50%)" and inserting in its place the words "one hundred percent (100%)" and (ii) by deleting the words "$10 per Share" and inserting in its place the words "$12 per Share".

3. A new Section 2A is hereby added to the Stockholder Agreement which shall read in its entirety as follows:

"2A. Option

2A.1. Stockholder hereby grants to the Purchaser an irrevocable option, exercisable as provided herein (the "Option"), to purchase all of the Shares (the "Option Shares") at an exercise price determined as set forth below. The exercise price per Share shall be payable in shares of Purchaser Common Stock (as defined

in Section 8.5 below) and shall equal the Per Share Merger Consideration (as defined in the Merger Agreement), it being understood that for purposes of determining the Per Share Merger Consideration in connection with this Agreement, the Weighted Average Sales Price of a Purchaser Share shall be determined with reference to the applicable exercise date of the Option as opposed to the Closing Date (as defined in the Merger Agreement).

2A.2. The Option may be exercised by the Purchaser at any time after the Merger Agreement is terminated under circumstances which entitle the Purchaser to receive the amount provided for under Section 7(b)(ii) of the Merger Agreement until the 30th day following the termination of the Merger Agreement. If the Purchaser wishes to exercise the Option, the Purchaser shall give written notice to the Stockholder of its exercise of the Option, specifying the place, time and date (not earlier than three business days and not later than 20 days from the date such notice is given) for the closing of such purchase (the "Closing"). If the Option is exercised, Stockholder agrees to
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exercise the Warrant in full no later than immediately prior to the Closing, it being understood that all such Shares obtained by Stockholder upon the exercise of the Warrant shall be subject to the Option and purchased by the Purchaser at the Closing. The exercise of the Option shall be effective on the date such notice of exercise is given. The Closing shall be held on the date specified in such notice unless, on such date, there shall be any preliminary or permanent injunction or other order by any court of competent jurisdiction or any other legal restraint or prohibition preventing the consummation of such purchase, in which event the Closing shall be held as soon as practicable following the lifting, termination or suspension of such injunction, order, restraint or prohibition (each party agreeing to use its best efforts to have such injunction, order, restraint or prohibition lifted, terminated or suspended), but in any event within two days thereof. Stockholder's obligations to sell Option Shares upon exercise of the Option are subject to the condition that there shall be no preliminary or permanent injunction or other order preventing or restricting the issuance of the Option Shares to the Purchaser or the issuance of Purchaser Common Stock to Stockholder.

2A.3 Delivery of Exercise Price and Option Shares. At any Closing
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hereunder (a) the Purchaser shall make payment to the Stockholder of the aggregate Exercise Price for the Option Shares so purchased by delivery of a certificate or certificates, duly executed by the Purchaser and registered in the name of Stockholder, representing the number of shares of Purchaser Common Stock as determined pursuant to this Section 2A, and (b) the Stockholder shall deliver or cause to be delivered to the Purchaser a certificate or certificates, duly executed by the Target and registered in the name of the Purchaser, representing the number of Option Shares so purchased.

2A.4 Offer to Other Stockholders. Promptly after the Closing hereunder, but in no event later than five (5) business days after the Closing hereunder, Purchaser agrees to take all actions necessary or appropriate in order to commence a tender offer (an "Offer") under the Exchange Act and the rules and regulations thereunder for any and all outstanding shares of Common Stock not owned by the Purchaser, and shall use reasonable efforts to promptly complete the Offer. The amount and the form of the purchase price per share of Common Stock to be paid in any such Offer shall be the same as is paid per Share to Stockholder upon exercise of the Option.

2A.5 Stockholder's Investment Representation. In connection with any exercise of the Option and the issuance of shares of Purchaser Common Stock to Stockholder pursuant thereto, Stockholder represents and warrants to the Purchaser that it is an institutional "accredited investor" within the meaning of subparagraph (a)(1), (2), (3), or (7) of Rule 501 under the Securities Act (an "Institutional Accredited Investor") or, if the shares of Purchaser Common Stock are to be issued to one or more accounts ("investor accounts") for which it is acting as fiduciary or agent, each such account is an Institutional Accredited Investor. In the normal course of its business, it invests in or purchases securities similar to the shares of Purchaser Common Stock and it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of purchasing the Purchaser Common Stock. It is acquiring the shares of Purchaser Common Stock for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell any such shares of Purchaser Common Stock pursuant to any exemption from registration available under the Securities Act or pursuant to the registration rights granted below in this Agreement. It understands and acknowledges that the shares of Purchaser Common Stock will not have been registered under the Securities Act or any other applicable securities laws and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, or pursuant to an exemption therefrom or in a transaction not subject thereto. It is aware that it (or any investor account) may be required to bear the economic risk of an investment in the shares of Purchaser Common Stock for an indefinite period of time and it (or such account) is able to bear that risk for an indefinite period. It agrees that the shares of Purchaser Common Stock will bear a legend in substantially the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY OTHER APPLICABLE

SECURITIES LAWS AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY OTHER APPLICABLE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION THEREFROM OR IN A TRANSACTION NOT SUBJECT THERETO.

2A.6 Purchaser Board Representation. Concurrently with the Closing, Stockholder agrees to use its reasonable best efforts to cause Messrs. Douglas Karp, Henry Kressel and Gary Nusbaum (the "Existing Stockholder Designees"), or any person who succeeds any of the Existing Stockholder Designees as a member of the Target's board of directors and who is designated by Stockholder, other than those persons designated by the Purchaser as provided below (the "Stockholder Designees"), to resign immediately from the Target's board of directors. Subject to applicable law and the charter and by-laws of the Target, immediately after such resignation of the Stockholder Designees, the Target agrees to use its reasonable best efforts (a) to take such actions as are necessary or appropriate to increase the number of persons to serve as directors of the Target and (b) to cause to be appointed to its board of directors such number of designees of the Purchaser (all of whom are reasonably acceptable to the Target board of directors) so that, after giving effect to such increase and appointment, the designees of Purchaser so appointed shall constitute a majority of the members of the Target's board of directors. The Target hereby agrees that if any of the Existing Stockholder Designees resigns, is removed or is otherwise no longer serving as a member of the Target's board of directors, in each case prior to the Closing, it will use its reasonable best efforts to cause any such vacancy in the Target's board of directors to be filled by an individual who is an employee or affiliate of the Stockholder."

4. Section 5 of the Stockholder Agreement is hereby amended and restated to read in its entirety as follows:

"5. Termination. This Agreement shall terminate on the earliest of (a) the Effective Time (as defined in the Merger Agreement), (b) the date immediately following the termination of the Merger Agreement in accordance with its terms, and (c) October 31, 1998; provided, however, (i) the provisions of Section 1.1 shall survive any termination of this Agreement for so long as the Option remains exercisable, (ii) the provisions of Sections 2, 2A, 5 and 6 shall survive any termination of this Agreement, and (iii) the provisions of Sections 8.3, 8.4, 8.5, 8.7 and 9 shall survive (x) the Effective Time if this Agreement otherwise terminates at the Effective Time or (y) if the Option is exercisable or exercised under Section 2A and this Agreement otherwise terminates."

5. The definition of "Registrable Securities" set forth in Section 9.1 of the Stockholder Agreement is amended and restated to read in its entirety as follows:

"'Registrable Securities' means all the Purchaser Shares received by
the Stockholder at the Effective Time or pursuant to any exercise of the Option, together with any additional Purchaser Shares received by the Stockholder as a result of any stock dividend, extraordinary dividend or distribution, split-up, recapitalization, combination, exchange of shares or the like and involving the Purchaser Shares received by the Stockholder at the Effective Time or pursuant to any exercise of the Option; provided, however, such securities shall cease to be Registrable Securities when they become freely saleable to the public under Rule 145(d) and Rule 144, without volume limitation, as the case may be."

6. Clause (iii) of Section 9.3(d) of the Stockholder Agreement is amended and restated to read in its entirety as follows:

"third, to the extent additional Purchaser Shares may be included, the Registrable Securities sought to be sold by Stockholder and any Purchaser Shares sought to be sold by Messrs. Wesley O'Brien or Rudolph McGlashan pursuant to the voting agreements, each dated as of February 3, 1998, as amended on April 16, 1998, pro rata among Stockholder and Messrs. O'Brien and McGlashan based upon the number of Purchaser Shares so sought to be sold by each of them"

7. The Purchaser's address for notices and other communications under Section 11 of the Stockholder Agreement is hereby amended as follows:

"If to Purchaser:

Primus Telecommunications Group, Incorporated
1700 Old Meadow Road
McLean, VA 22102
Attention: K. Paul Singh, Chairman, President and CEO
Facsimile: (703) 902-2814"

8. In the case of any inconsistency or conflict between the provisions of this Amendment No. 1 and the provisions of the Stockholder Agreement, the provisions of this Amendment No. 1 shall govern.

9. Except as expressly provided for in this Amendment No. 1, all terms, conditions and obligations contained in the Stockholder Agreement are hereby confirmed and shall remain unchanged and in full force and effect.

10. This Amendment No. 1 may be executed by facsimile signature which shall be deemed to be an original for all purposes and may be executed in any number of counterparts,

each of which shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same instrument.

11. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO SUCH STATE'S CONFLICTS OF LAWS RULES.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first above written.

Primus Telecommunications Group, Incorporated

By: /s/ K. Paul Singh

Name: K. Paul Singh
Title: President, Chairman and Chief Executive Officer

Taurus Acquisition Corporation

By: /s/ K. Paul Singh

Name: K. Paul Singh
Title: President

Warburg, Pincus, Investors, L.P.

By: Warburg, Pincus & Co., general partner

By: /s/ Douglas Karp
_____
Name:
Title:

/s/ K. Paul Singh

K. Paul Singh

AS TO SECTION 2A.6 ONLY:

TresCom International, Inc.

By: /s/ Wesley T. O'Brien

Name: Wesley T. O'Brien
Title: President and Chief Executive Officer

EXHIBIT 10.2

AMENDMENT NO. 1 TO THE VOTING AGREEMENT

This Amendment No. 1, dated as of April 16, 1998 ("Amendment No. 1"), to the Voting Agreement dated as of February 3, 1998 (the "Voting Agreement"), is entered into by and between the person identified as a Shareholder of TRESCOM INTERNATIONAL, INC., a Florida corporation (the "Company"), on the signature page below (the "Shareholder") and PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED, a Delaware corporation (the "Purchaser"). The Shareholder and the Purchaser are referred to collectively herein as the "Parties". Capitalized terms not otherwise defined herein have the meanings set forth in the Voting Agreement.

WITNESSETH:

WHEREAS, the Parties previously entered into a Voting Agreement and now desire to amend the Voting Agreement as set forth below;

WHEREAS, concurrently with this Amendment No. 1, and as a condition hereto, Purchaser, the Company and Taurus Acquisition Corporation, a Florida corporation and wholly-owned subsidiary of the Purchaser ("Purchaser Subsidiary"), are entering into an amendment to the Agreement and Plan of Merger dated as of February 3, 1998 (as so amended, as previously amended and as hereafter amended, the "Merger Agreement");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Voting Agreement is hereby amended to delete the last sentence thereof.

2. The Voting Agreement is hereby amended to create a new Section 20 which shall read in its entirety:

"20. Purchaser Option

20.1. Shareholder hereby grants to the Purchaser an irrevocable option, exercisable as provided herein (the "Purchaser Option"), to purchase all of the Shares (the "Purchaser Option Shares") at an exercise price determined as set forth below. The exercise price per Share shall be payable in shares of common stock, par value $.01 per share, of the Purchaser ("Purchaser Common Stock", each a "Purchaser Share") and shall equal the Per Share Merger Consideration (as defined in the Merger Agreement), it being understood that for purposes of determining the Per Share Merger Consideration in connection with this Agreement, the Weighted Average Sales Price (as defined in the Merger Agreement) of a Purchaser Share shall be determined with reference to the applicable exercise date of the Purchaser Option as opposed to the Closing Date (as defined in the Merger Agreement).

20.2. The Purchaser Option may be exercised by the Purchaser at any time after the Merger Agreement is terminated under circumstances which entitle the Purchaser to receive the amount provided for under Section 7(b)(ii) of the Merger Agreement until the 30th day following the termination of the Merger Agreement. If the Purchaser wishes to exercise the Purchaser Option, the Purchaser shall give written notice to the Shareholder of its exercise of the Purchaser Option, specifying the place, time and date, not earlier than three business days and not later than 20 days from the date such notice is given, for the closing of such purchase (the "Closing"). The exercise of the Purchaser
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Option shall be effective on the date such notice of exercise is given. The Closing shall be held on the date specified in such notice unless, on such date, there shall be any preliminary or permanent injunction or other order by any court of competent jurisdiction or any other legal restraint or prohibition preventing the consummation of such purchase, in which event the Closing shall be held as soon as practicable following the lifting, termination or suspension of such injunction, order, restraint or prohibition (each party agreeing to use its best efforts to have such injunction, order, restraint or prohibition lifted, terminated or suspended), but in any event within two days thereof. Shareholder's obligations to sell Purchaser Option Shares upon exercise of the Purchaser Option are subject to the condition that there shall be no preliminary or permanent injunction or other order preventing or restricting the issuance of the Purchaser Option Shares to the Purchaser or the issuance of Purchaser Common Stock to Shareholder.

20.3 Delivery of Exercise Price and Purchaser Option Shares. At any
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Closing hereunder (a) the Purchaser shall make payment to the Shareholder of the aggregate Exercise Price for the Purchaser Option Shares so purchased by delivery of a certificate or certificates duly executed by the Purchaser and registered in the name of Shareholder, representing the number of shares of Purchaser Common Stock as determined pursuant to this Section 20, and (b) the Shareholder shall deliver or cause to be delivered to the Purchaser a certificate or certificates, duly executed by the Company and registered in the name of the Purchaser, representing the number of Purchaser Option Shares so purchased."

20.4 Shareholder's Investment Representation. In connection with any
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exercise of the Purchaser Option and the issuance of shares of Purchaser Common Stock to Shareholder pursuant thereto, Shareholder represents and warrants to the Purchaser that he is an "accredited investor" within the meaning of Rule 501 under the Securities Act (an "Accredited Investor"). Shareholder has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the transactions contemplated hereby. He is acquiring the shares of Purchaser Common Stock for his own account, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"),
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subject to any requirement of law that the disposition of his property be at all times within his control and subject to his ability to resell any such shares of Purchaser Common Stock pursuant to any exemption from registration available under the Securities Act or pursuant to the registration

rights granted below in this Agreement. He understands and acknowledges that the shares of Purchaser Common Stock will not have been registered under the Securities Act or any other applicable securities laws and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, or pursuant to an exemption therefrom or in a transaction not subject thereto. He is aware that he may be required to bear the economic risk of an investment in the shares of Purchaser Common Stock for an indefinite period of time and he is able to bear that risk for an indefinite period. He agrees that the shares of Purchaser Common Stock will bear a legend in substantially the following form:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY OTHER APPLICABLE SECURITIES LAWS AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY OTHER APPLICABLE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION THEREFROM OR IN A TRANSACTION NOT SUBJECT THERETO."

3. Section 4 of the Voting Agreement is hereby amended and restated to read in its entirety, as follows:

"4. Termination. This Agreement shall terminate on the earliest of (a) the Effective Time (as defined in the Merger Agreement), (b) the date immediately following the termination of the Merger Agreement in accordance with its terms, and (c) October 31, 1998; provided, however, (i) the provisions of Section 1 shall survive any termination of this Agreement for so long as the Purchaser Option remains exercisable pursuant to Section 20, (ii) the provisions of Sections 5, 6 and 20 shall survive any termination of this Agreement, (iii) the provisions of Section 21 shall survive (x) the Effective Time if this Agreement otherwise terminates at the Effective Time or (y) if the Purchaser Option is exercisable or exercised pursuant to Section 20 and this Agreement otherwise terminates and (iv) the provisions of Section 22 shall survive if the Purchaser Option is exercisable or exercised pursuant to Section 20 and this Agreement otherwise terminates."

4. The Voting Agreement is hereby amended to create a new Section 21 which shall read in its entirety:

"21. Piggyback Registration.

21.1 Definitions. As used herein, unless the context otherwise requires, the following terms have the following respective meanings:

"Commission" means the United States Securities and Exchange Commission.

"Registrable Securities" means all the Purchaser Shares received by
the Shareholder at the Effective Time or pursuant to any exercise of the Purchaser Option, together with any additional Purchaser Shares received by the Shareholder as a result of any stock dividend, extraordinary dividend or distribution, split-up, recapitalization, combination, exchange of shares or the like and involving the Purchaser Shares received by the Shareholder at the Effective Time or pursuant to any exercise of the Purchaser Option; provided, however, such securities shall cease to be Registrable Securities when they become freely saleable to the public under Rule 145(d) and Rule 144, without volume limitation, as the case may be.

"Registration Expenses" means all expenses incurred by the Purchaser
incident to the Purchaser's performance of this Section 21, including, without limitation, all registration, filing and National Association of Securities Dealers, Inc. fees, all listing fees, all fees and expenses of complying with securities or blue sky laws (including, without limitation, reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities), all printing expenses, the fees and disbursements of counsel for the Purchaser and of the Purchaser's independent public accountants, including the expenses of "comfort" letters, its expenses incurred in connection with any "road show" presentations in which it may participate and any fees and disbursements of underwriters customarily paid by issuers or sellers of securities.

"Selling Expenses" means all expenses incurred by the Shareholder
incident to the Shareholder's performance of this Section 21, including, without limitation, all underwriting discounts and commissions, the fees and disbursements of its advisors, including its counsel and its accountants, and its expenses incurred in connection with any "road show" presentations in which it may participate.

21.2 Right to Include Registrable Securities. If the Purchaser at any time
proposes to register any of its securities under the Securities Act by registration on Forms S-1, S-2, S-3 or any successor or similar form(s) (except registrations on such forms or similar forms solely for registration of securities in connection with (i) an employee benefit plan or dividend reinvestment plan or a merger or consolidation or (ii) debt securities which are not convertible into Purchaser Common Stock), whether or not for sale for its own account, it shall each such time give written notice to the Shareholder of its intention to do so at least 30 days prior to the anticipated filing date of a registration statement with respect to such registration with the Commission. Upon the written request of the Shareholder made as promptly as practicable and in any event within 10 business days after the receipt of any such notice, which request shall specify the Registrable Securities intended to be disposed of by the Shareholder, the Purchaser shall use reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Purchaser has been so requested to register by the Shareholder; provided, however, that if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in

connection with such registration, the Purchaser shall determine for any reason not to register or to delay registration of such securities, the Purchaser may, at its election, give written notice of such determination to the Shareholder and (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration, without prejudice, and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities for the same period as the delay in registering such other securities. If an underwritten offering, any right of the Shareholder to participate in a registration pursuant to this Section 21.2 shall be conditioned upon it agreeing to offer and sell Registrable Securities in accordance with the plan of distribution applicable to the other Purchaser Shares sought to be offered and sold in such registration.

(b) Expenses. The Purchaser shall pay the Registration Expenses in connection with any registration effected pursuant to this Section 21.2 and the Shareholder shall pay the Selling Expenses in connection with any registration effected pursuant to this Section 21.2.

(c) Selection of Underwriters and Form of Registration Statement. In connection with each public offering effected pursuant to this Section 21.2, the Purchaser shall promptly select the managing underwriters, if any, and the form of registration statement to be used in connection with any such offering.

(d) Priority in Piggyback Registrations. Notwithstanding anything in Section 21.2 above to the contrary, if the managing underwriter of any underwritten public offering shall inform the Purchaser by letter of its belief that the number or type of Registrable Securities requested to be included in such registration would materially and adversely affect such public offering, then the Purchaser shall promptly notify the Shareholder of such fact. If the managing underwriter does not agree to include all (or such lesser amount as the Shareholder shall, in its discretion, agree to) of the number of the Registrable Securities initially requested by the Shareholder to be included in such registration, then the Purchaser shall include in such registration, to the extent of the number and type which the Purchaser is so advised can be sold in such Public Offering, (i) first, the Purchaser Shares proposed to be sold by Purchaser; (ii) second, to the extent additional Purchaser Shares may be included, the Purchaser Shares proposed to be sold by any members of Quantum Industrial Partners LDC, S-C Phoenix Holdings, L.L.C., Winston Partners II LDC and Winston Partners II LLC (collectively, the "Chaterjee Group"), or any of their respective affiliates or transferees, and (iii) third, to the extent additional Purchaser Shares may be included, the Registrable Securities sought to be sold by the Shareholder, Purchaser Shares sought to be sold by Warburg, Pincus Investors, LP ("Warburg, Pincus"), and Ruddy McGlashan, pro rata among the Shareholder, Warburg, Pincus and Mr. McGlashan based on the number of Purchaser Shares so sought to be sold by each of them. In the event that the proposed registration by Purchaser is pursuant to a contractual demand

registration right, the sale of Purchaser Shares by such party making the demand or by any member of the Chaterjee Group shall have priority over the sale of the Registrable Securities."

5. The Voting Agreement is hereby amended to create a new Section 22 which shall read in its entirety:

"22. Put Option.

22.1 If, upon exercise of the Purchaser Option, Shareholder receives "restricted securities" within the meaning of Rule 144 under the Securities Act, Purchaser hereby grants to Shareholder an irrevocable option, exercisable as provided herein (the "Put Option"), to sell all of the Purchaser Shares acquired
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by the Shareholder in conjunction with the exercise of the Purchaser Option, at an exercise price determined as set forth below. The exercise price per Purchaser Share shall be payable in cash and shall equal the Weighted Average Sales Price of the Purchaser Shares as determined with reference to the applicable exercise date of the Purchaser Option (the "Put Option
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Consideration"). The Put Option Consideration shall be subject to proportionate adjustment in the event of any stock split, stock dividend or reverse stock split.

22.2 The Put Option may be exercised by the Shareholder, in whole or in part, from time to time by providing notice to the Purchaser. Notice of the Shareholder's intent to exercise the Put Option must be received by the Purchaser within thirty (30) calendar days from the date on which the Purchaser Option is exercised and must include the number of Purchaser Shares to be subject to the Put Option. Failure to notify the Purchaser within such 30-day period shall terminate any rights and duties under this provision. The closing under any such exercise shall take place at the Purchaser's executive offices twenty (20) days after the date on which the Purchaser first receives notice from the Shareholder."

6. The Purchaser's address for notices and other communications under Section 11 of the Voting Agreement is hereby amended as follows:

"If to Purchaser:

Primus Telecommunications Group, Incorporated
1700 Old Meadow Road
McLean, VA 22102
Attention: K. Paul Singh, Chairman, President and CEO
Facsimile: (703) 902-2814"

7. In the case of any inconsistency or conflict between the provisions of this Amendment No. 1 and the provisions of the Voting Agreement, the provisions of this Amendment No. 1 shall govern.

Except as expressly provided for in this Amendment No. 1, all terms, conditions and obligations contained in the Voting Agreement are hereby confirmed and shall remain unchanged and in full force and effect.

This Amendment No. 1 may be executed by facsimile signature which shall be deemed to be an original for all purposes and may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same instrument.

THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO SUCH STATE'S CONFLICTS OF LAWS RULES.

IN WITNESS WHEREOF, the Purchaser has caused this Amendment No. 1 to be executed by its duly authorized officers, and the Shareholder has duly executed this Amendment No. 1, each as of the date and year first above written.

PURCHASER:

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

By: /s/ K. Paul Singh

K. Paul Singh, Chief Executive Officer

SHAREHOLDER:

/s/ Wesley T. O'Brien
_____
Wesley T. O'Brien

EXHIBIT 10.3

AMENDMENT NO. 1 TO THE VOTING AGREEMENT

This Amendment No. 1, dated as of April 16, 1998 ("Amendment No. 1"), to the Voting Agreement dated as of February 3, 1998 (the "Voting Agreement"), is entered into by and between the person identified as a Shareholder of TRESCOM INTERNATIONAL, INC., a Florida corporation (the "Company"), on the signature page below (the "Shareholder") and PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED, a Delaware corporation (the "Purchaser"). The Shareholder and the Purchaser are referred to collectively herein as the "Parties". Capitalized terms not otherwise defined herein have the meanings set forth in the Voting Agreement.

WITNESSETH:

WHEREAS, the Parties previously entered into a Voting Agreement and now desire to amend the Voting Agreement as set forth below;

WHEREAS, concurrently with this Amendment No. 1, and as a condition hereto, Purchaser, the Company and Taurus Acquisition Corporation, a Florida corporation and wholly-owned subsidiary of the Purchaser ("Purchaser Subsidiary"), are entering into an amendment to the Agreement and Plan of Merger dated as of February 3, 1998 (as so amended, as previously amended and as hereafter amended, the "Merger Agreement");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Voting Agreement is hereby amended to delete the last sentence thereof.

2. The Voting Agreement is hereby amended to create a new Section 20 which shall read in its entirety:

"20. Purchaser Option

20.1. Shareholder hereby grants to the Purchaser an irrevocable option, exercisable as provided herein (the "Purchaser Option"), to purchase all of the Shares (the "Purchaser Option Shares") at an exercise price determined as set forth below. The exercise price per Share shall be payable in shares of common stock, par value $.01 per share, of the Purchaser ("Purchaser Common Stock", each a "Purchaser Share") and shall equal the Per Share Merger Consideration (as defined in the Merger Agreement), it being understood that for purposes of determining the Per Share Merger Consideration in connection with this Agreement, the Weighted Average Sales Price (as defined in the Merger Agreement) of a Purchaser Share shall be determined with reference to the applicable exercise date of the Purchaser Option as opposed to the Closing Date (as defined in the Merger Agreement).

20.2. The Purchaser Option may be exercised by the Purchaser at any time after the Merger Agreement is terminated under circumstances which entitle the Purchaser to receive the amount provided for under Section 7(b)(ii) of the Merger Agreement until the 30th day following the termination of the Merger Agreement. If the Purchaser wishes to exercise the Purchaser Option, the Purchaser shall give written notice to the Shareholder of its exercise of the Purchaser Option, specifying the place, time and date, not earlier than three business days and not later than 20 days from the date such notice is given, for the closing of such purchase (the "Closing"). The exercise of the Purchaser
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Option shall be effective on the date such notice of exercise is given. The Closing shall be held on the date specified in such notice unless, on such date, there shall be any preliminary or permanent injunction or other order by any court of competent jurisdiction or any other legal restraint or prohibition preventing the consummation of such purchase, in which event the Closing shall be held as soon as practicable following the lifting, termination or suspension of such injunction, order, restraint or prohibition (each party agreeing to use its best efforts to have such injunction, order, restraint or prohibition lifted, terminated or suspended), but in any event within two days thereof. Shareholder's obligations to sell Purchaser Option Shares upon exercise of the Purchaser Option are subject to the condition that there shall be no preliminary or permanent injunction or other order preventing or restricting the issuance of the Purchaser Option Shares to the Purchaser or the issuance of Purchaser Common Stock to Shareholder.

20.3 Delivery of Exercise Price and Purchaser Option Shares. At any
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Closing hereunder (a) the Purchaser shall make payment to the Shareholder of the aggregate Exercise Price for the Purchaser Option Shares so purchased by delivery of a certificate or certificates duly executed by the Purchaser and registered in the name of Shareholder, representing the number of shares of Purchaser Common Stock as determined pursuant to this Section 20, and (b) the Shareholder shall deliver or cause to be delivered to the Purchaser a certificate or certificates, duly executed by the Company and registered in the name of the Purchaser, representing the number of Purchaser Option Shares so purchased."

20.4 Shareholder's Investment Representation. In connection with any
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exercise of the Purchaser Option and the issuance of shares of Purchaser Common Stock to Shareholder pursuant thereto, Shareholder represents and warrants to the Purchaser that he is an "accredited investor" within the meaning of Rule 501 under the Securities Act (an "Accredited Investor"). Shareholder has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the transactions contemplated hereby. He is acquiring the shares of Purchaser Common Stock for his own account, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"),
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subject to any requirement of law that the disposition of his property be at all times within his control and subject to his ability to resell any such shares of Purchaser Common Stock pursuant to any exemption from registration available under the Securities Act or pursuant to the registration

rights granted below in this Agreement. He understands and acknowledges that the shares of Purchaser Common Stock will not have been registered under the Securities Act or any other applicable securities laws and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws, or pursuant to an exemption therefrom or in a transaction not subject thereto. He is aware that he may be required to bear the economic risk of an investment in the shares of Purchaser Common Stock for an indefinite period of time and he is able to bear that risk for an indefinite period. He agrees that the shares of Purchaser Common Stock will bear a legend in substantially the following form:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY OTHER APPLICABLE SECURITIES LAWS AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY OTHER APPLICABLE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION THEREFROM OR IN A TRANSACTION NOT SUBJECT THERETO."

3. Section 4 of the Voting Agreement is hereby amended and restated to read in its entirety, as follows:

"4. Termination. This Agreement shall terminate on the earliest of (a) the Effective Time (as defined in the Merger Agreement), (b) the date immediately following the termination of the Merger Agreement in accordance with its terms, and (c) October 31, 1998; provided, however, (i) the provisions of Section 1 shall survive any termination of this Agreement for so long as the Purchaser Option remains exercisable pursuant to Section 20, (ii) the provisions of Sections 5, 6 and 20 shall survive any termination of this Agreement, (iii) the provisions of Section 21 shall survive (x) the Effective Time if this Agreement otherwise terminates at the Effective Time or (y) if the Purchaser Option is exercisable or exercised pursuant to Section 20 and this Agreement otherwise terminates and (iv) the provisions of Section 22 shall survive if the Purchaser Option is exercisable or exercised pursuant to Section 20 and this Agreement otherwise terminates."

4. The Voting Agreement is hereby amended to create a new Section 21 which shall read in its entirety:

"21. Piggyback Registration.

21.1 Definitions. As used herein, unless the context otherwise requires, the following terms have the following respective meanings:

"Commission" means the United States Securities and Exchange Commission.

"Registrable Securities" means all the Purchaser Shares received by
the Shareholder at the Effective Time or pursuant to any exercise of the Purchaser Option, together with any additional Purchaser Shares received by the Shareholder as a result of any stock dividend, extraordinary dividend or distribution, split-up, recapitalization, combination, exchange of shares or the like and involving the Purchaser Shares received by the Shareholder at the Effective Time or pursuant to any exercise of the Purchaser Option; provided, however, such securities shall cease to be Registrable Securities when they become freely saleable to the public under Rule 145(d) and Rule 144, without volume limitation, as the case may be.

"Registration Expenses" means all expenses incurred by the Purchaser
incident to the Purchaser's performance of this Section 21, including, without limitation, all registration, filing and National Association of Securities Dealers, Inc. fees, all listing fees, all fees and expenses of complying with securities or blue sky laws (including, without limitation, reasonable fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities), all printing expenses, the fees and disbursements of counsel for the Purchaser and of the Purchaser's independent public accountants, including the expenses of "comfort" letters, its expenses incurred in connection with any "road show" presentations in which it may participate and any fees and disbursements of underwriters customarily paid by issuers or sellers of securities.

"Selling Expenses" means all expenses incurred by the Shareholder
incident to the Shareholder's performance of this Section 21, including, without limitation, all underwriting discounts and commissions, the fees and disbursements of its advisors, including its counsel and its accountants, and its expenses incurred in connection with any "road show" presentations in which it may participate.

21.2 Right to Include Registrable Securities. If the Purchaser at any time
proposes to register any of its securities under the Securities Act by registration on Forms S-1, S-2, S-3 or any successor or similar form(s) (except registrations on such forms or similar forms solely for registration of securities in connection with (i) an employee benefit plan or dividend reinvestment plan or a merger or consolidation or (ii) debt securities which are not convertible into Purchaser Common Stock), whether or not for sale for its own account, it shall each such time give written notice to the Shareholder of its intention to do so at least 30 days prior to the anticipated filing date of a registration statement with respect to such registration with the Commission. Upon the written request of the Shareholder made as promptly as practicable and in any event within 10 business days after the receipt of any such notice, which request shall specify the Registrable Securities intended to be disposed of by the Shareholder, the Purchaser shall use reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Purchaser has been so requested to register by the Shareholder; provided, however, that if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in

connection with such registration, the Purchaser shall determine for any reason not to register or to delay registration of such securities, the Purchaser may, at its election, give written notice of such determination to the Shareholder and (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration, without prejudice, and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities for the same period as the delay in registering such other securities. If an underwritten offering, any right of the Shareholder to participate in a registration pursuant to this Section 21.2 shall be conditioned upon it agreeing to offer and sell Registrable Securities in accordance with the plan of distribution applicable to the other Purchaser Shares sought to be offered and sold in such registration.

(b) Expenses. The Purchaser shall pay the Registration Expenses in connection with any registration effected pursuant to this Section 21.2 and the Shareholder shall pay the Selling Expenses in connection with any registration effected pursuant to this Section 21.2.

(c) Selection of Underwriters and Form of Registration Statement. In connection with each public offering effected pursuant to this Section 21.2, the Purchaser shall promptly select the managing underwriters, if any, and the form of registration statement to be used in connection with any such offering.

(d) Priority in Piggyback Registrations. Notwithstanding anything in Section 21.2 above to the contrary, if the managing underwriter of any underwritten public offering shall inform the Purchaser by letter of its belief that the number or type of Registrable Securities requested to be included in such registration would materially and adversely affect such public offering, then the Purchaser shall promptly notify the Shareholder of such fact. If the managing underwriter does not agree to include all (or such lesser amount as the Shareholder shall, in its discretion, agree to) of the number of the Registrable Securities initially requested by the Shareholder to be included in such registration, then the Purchaser shall include in such registration, to the extent of the number and type which the Purchaser is so advised can be sold in such Public Offering, (i) first, the Purchaser Shares proposed to be sold by Purchaser; (ii) second, to the extent additional Purchaser Shares may be included, the Purchaser Shares proposed to be sold by any members of Quantum Industrial Partners LDC, S-C Phoenix Holdings, L.L.C., Winston Partners II LDC and Winston Partners II LLC (collectively, the "Chaterjee Group"), or any of their respective affiliates or transferees, and (iii) third, to the extent additional Purchaser Shares may be included, the Registrable Securities sought to be sold by the Shareholder, Purchaser Shares sought to be sold by Warburg, Pincus Investors, LP ("Warburg, Pincus"), and Wesley T. O'Brien, pro rata among the Shareholder, Warburg, Pincus and Mr. O'Brien based on the number of Purchaser Shares so sought to be sold by each of them. In the event that the proposed registration by Purchaser is pursuant to a contractual demand registration

right, the sale of Purchaser Shares by such party making the demand or by any member of the Chaterjee Group shall have priority over the sale of the Registrable Securities."

5. The Voting Agreement is hereby amended to create a new Section 22 which shall read in its entirety:

"22. Put Option.

22.1 If, upon exercise of the Purchaser Option, Shareholder receives "restricted securities" within the meaning of Rule 144 under the Securities Act, Purchaser hereby grants to Shareholder an irrevocable option, exercisable as provided herein (the "Put Option"), to sell all of the Purchaser Shares acquired
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by the Shareholder in conjunction with the exercise of the Purchaser Option, at an exercise price determined as set forth below. The exercise price per Purchaser Share shall be payable in cash and shall equal the Weighted Average Sales Price of the Purchaser Shares as determined with reference to the applicable exercise date of the Purchaser Option (the "Put Option
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Consideration"). The Put Option Consideration shall be subject to proportionate adjustment in the event of any stock split, stock dividend or reverse stock split.

22.2 The Put Option may be exercised by the Shareholder, in whole or in part, from time to time by providing notice to the Purchaser. Notice of the Shareholder's intent to exercise the Put Option must be received by the Purchaser within thirty (30) calendar days from the date on which the Purchaser Option is exercised and must include the number of Purchaser Shares to be subject to the Put Option. Failure to notify the Purchaser within such 30-day period shall terminate any rights and duties under this provision. The closing under any such exercise shall take place at the Purchaser's executive offices twenty (20) days after the date on which the Purchaser first receives notice from the Shareholder."

6. The Purchaser's address for notices and other communications under Section 11 of the Voting Agreement is hereby amended as follows:

"If to Purchaser:

Primus Telecommunications Group, Incorporated
1700 Old Meadow Road
McLean, VA 22102
Attention: K. Paul Singh, Chairman, President and CEO
Facsimile: (703) 902-2814"

7. In the case of any inconsistency or conflict between the provisions of this Amendment No. 1 and the provisions of the Voting Agreement, the provisions of this Amendment No. 1 shall govern.

8. Except as expressly provided for in this Amendment No. 1, all terms, conditions and obligations contained in the Voting Agreement are hereby confirmed and shall remain unchanged and in full force and effect.

9. This Amendment No. 1 may be executed by facsimile signature which shall be deemed to be an original for all purposes and may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same instrument.

10. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO SUCH STATE'S CONFLICTS OF LAWS RULES.

EXHIBIT 99.1

MCLEAN, Va., and FORT LAUDERDALE, Fla., April 17/PRNewswire/--Primus Telecommunications Group, Incorporated (Nasdaq: PRTL) and TresCom International, Inc. (Nasdaq: TRES) jointly announced today that Primus has agreed to increase the consideration payable to TresCom shareholders in the pending merger between Primus and TresCom in exchange for options granted by certain TresCom shareholders that would enable Primus to acquire more than 50% of the outstanding shares of TresCom common stock in defined circumstances even if the merger were not consummated. For so long as these options are exercisable, Primus also has an irrevocable proxy to vote the shares with respect to matters relating to the merger. Pursuant to the amended merger agreement, TresCom shareholders would be entitled to receive $12 per TresCom share payable in Primus common stock, instead of the prior $10 per TresCom share payable in Primus common stock which was subject to potential downward adjustment.

The options were granted to Primus by Warburg, Pincus Investors, L.P. and certain executive officers of TresCom to purchase all of their shares for $12 per share payable in Primus common stock, and are exercisable in the event that the merger agreement is terminated under defined circumstances. In the event Primus were to exercise the option granted by Warburg, Pincus Investors, L.P., Primus would also be required to offer to purchase all of the outstanding shares of TresCom common stock from TresCom's other shareholders at $12 per share payable in Primus common stock.

K. Paul Singh, Chairman, President and CEO of Primus, stated "Our number one priority is to complete our strategic merger with TresCom. We are enthusiastic about the revised agreement as it brings increased certainty to achieving that goal. By providing Primus entry into the Caribbean and Latin American markets we will have a presence in every major region of the world, making Primus the carrier with the broadest geographic coverage among our peer group. This acquisition will propel Primus to the number 1 spot in terms of total revenue among publicly held emerging global telecommunications carriers. We are well advanced in securing the necessary regulatory approvals for the transaction, and the enhanced certainty allows us to proceed with the execution of our strategy for expansion into Latin America."

"TresCom's customer base, network facilities and marketing programs complement Primus and we are eager to implement the combined strategies for the Latin American market," stated Wesley T. O'Brien, Chief Executive Officer and President of TresCom.

"Warburg, Pincus is delighted at the prospect of becoming a core shareholder of Primus and looks

forward to a long-term relationship. Our actions evidence our belief in Primus' management and its global strategy," commented Douglas Karp, Managing Director of E.M. Warburg, Pincus & Co., LLC.

Primus Telecommunications Group, Incorporated is a global telecommunications company providing domestic and international long-distance voice, data, private network and value-added services. Founded in 1994 and based in McLean, Va., Primus now serves 175,000 corporate, small- and medium-sized business, residential and wholesale customers located in North America, Europe and Asia-Pacific. News and information are available at the company's Website at http://www.primustel.com.
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TresCom is a facilities-based international telecommunications company with headquarters in Fort Lauderdale, Florida. The Company specializes in Caribbean and Latin American markets and offers a broad array of competitively priced services, including international and domestic long distance, travel and prepaid calling cards, and specialized international products and services. TresCom provides long-distance service to more than 230 countries and territories worldwide through its international network.

Certain statement contained in this press release which express "belief," "anticipation," "expectation" or "intention" and statements regarding the consummation of the proposed merger, insofar as they may apply prospectively and are not historical facts, are "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended. Because such statements include risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements.

SOURCE Primus Telecommunications Group, Incorporated

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