

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

R.H. DONNELLEY CORPORATION, et al.,¹

Debtors.

Chapter 11

Case No. 09-11833 (KG)

Jointly Administered

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY
AND DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The above-captioned Debtors and Debtors in Possession (collectively, the “Debtors”) are filing their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements” and, with the Schedules, the “Schedules and Statements”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtors, who were assisted by their advisors, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes and Statement of Limitations, Methodology and Disclaimer regarding the Schedules and Statements (collectively, the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of, all the Schedules and Statements. These Global Notes should be referred to, and reviewed in connection with, any review of the Schedules and Statements.²

The Schedules and Statements have been prepared based on information provided by the Debtors’ management and are unaudited and subject to potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial

¹The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: R.H. Donnelley Corporation (0040), R.H. Donnelley Inc. (7635), DonTech Holdings, LLC (1351), R.H. Donnelley Publishing & Advertising of Illinois Holdings, LLC (1433), DonTech II Partnership (0375), R.H. Donnelley Publishing & Advertising of Illinois Partnership (9571), R.H. Donnelley Publishing & Advertising, Inc. (8228), Get Digital Smart.com, Inc. (4530), R.H. Donnelley APIL, Inc. (6495), RHD Service LLC (0222), Dex Media, Inc. (9762), Dex Media East, Inc. (5763), Dex Media East LLC (4575), Dex Media East Finance Co. (5761), Dex Media West, Inc. (7004), Dex Media West LLC (3487), Dex Media West Finance Co. (7059), Dex Media Service LLC (9647), Business.com, Inc. (9750), and Work.com, Inc. (5224). The Debtors’ corporate headquarters are located at, and the mailing address for each Debtor is, 1001 Winstead Drive, Cary, NC 27513.

² These Global Notes are in addition to any specific notes contained in each Debtor’s Schedules or Statements. The fact that the Debtors have prepared a “General Note” with respect to any of the Schedules and Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any of the Debtors’ remaining Schedules and Statements, as appropriate.

information; however, subsequent information or discovery may result in material changes to the Schedules and Statements and inadvertent errors, omissions or inaccuracies may exist. The Debtors reserve all rights to amend or supplement their Schedules and Statements.

Reservation of Rights. Nothing contained in the Schedules and Statements or these Global Notes shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases including, but not limited to, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts under the provisions of chapter 3 of the Bankruptcy Code and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers.

Description of the Cases and "As of" Information Date. On May 28, 2009 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 1, 2009, the Court entered an order jointly administering these cases pursuant to Bankruptcy Rule 1015(b).

Due to the proximity of the Petition Date to the normal, month-end closing date (May 31, 2009), and because the Debtors do not believe any material differences exist as a result, the Debtors have elected to present the income/ loss and asset values as they appeared as of the May month-end close. Procedures were, and are in place to clearly delineate pre- and post-petition liabilities. Consequently, the liabilities, as presented, are reflective of the pre-petition liabilities as of the Petition Date.

Basis of Presentation. For financial reporting purposes, prior to the Petition Date, certain of the Debtors prepared consolidated financial statements that were audited annually and publicly filed with the SEC. These Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") nor are they intended to fully reconcile to the financial statements prepared by the Debtors. Therefore, combining the assets and liabilities set forth in the Schedules and Statements of the Debtors could result in amounts that could be substantially different from financial information regarding the Debtors that would be prepared on a consolidated basis under GAAP. Unlike the consolidated financial statements, the Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each Debtor on a non-consolidated basis where possible.

For purposes of the Schedules and Statements, the Debtors used reasonable efforts to attribute the assets and liabilities of each of their businesses to the proper legal entity; however, because the debtors do not always record accounting entries at the individual legal entities, it is possible that not all assets or liabilities have been recorded at the correct legal entity on the Schedules and Statements. As such, the Debtors reserve all rights to amend these Schedules and Statements accordingly.

Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent at the Petition Date or at any time prior to the Petition Date. Likewise, to the extent that a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Consolidated Entity Accounts Payable and Disbursement Systems. The Debtors use a centralized cash management system to collect funds from operations and transfer them into their primary concentration accounts and maintain a consolidated accounts payable and disbursements system to pay operating and administrative expenses through various disbursement accounts. A more complete description of the Debtors' centralized cash management system can be found in the Debtors' "Cash Management" Motion filed on the Petition Date [Docket 13]. Due to the centralized cash management system and the Debtors' payment practices, certain payments reflected in response to SOFA 3b, 9 and 23 for a specific Debtor may have been made on behalf of other affiliated Debtors.

Intercompany Claims. Receivables and payables exist among the Debtors (each an "Intercompany Receivable" or "Intercompany Payable" and, collectively, the "Intercompany Claims") and are reported as assets on Schedule B or liabilities on Schedule F, as appropriate. There are two types of Intercompany Claims, those evidenced by unsecured notes/loan agreements and those that are not. Regarding those Intercompany Claims evidenced by notes/loan agreements, there are: (1) a \$300M note between R.H. Donnelley Corporation ("RHD") and Dex Media, Inc. ("DMI"), (2) a \$50M loan between Dex Media East LLC and RHD Service LLC ("RHDS"), (3) a \$75M loan between Dex Media West LLC and RHDS, and (4) \$50M loan between R.H. Donnelley Inc. ("RHDI") and RHDS.

Insiders. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) as (a) directors, (b) officers, (c) relatives of directors or officers of the Debtors and (d) persons in control. Except as otherwise disclosed, payments to insiders listed in (a) through (d) above are set forth on Statement 3c.

Persons listed as "insiders" have been included for informational purposes only and such listing is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. Further, the Debtors do not take any position with respect to (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

Excluded Assets and Liabilities. Liabilities resulting from accruals and/or estimates of long-term liabilities either are not payable at this time or have not yet been reported and, therefore, do not represent specific claims as of the Petition Date and are not otherwise

set forth in the Statement and Schedules. Additionally, certain deferred charges, accounts or reserves recorded for GAAP reporting purposes only and certain assets with a net book value of zero are not included in the Debtors' Schedules. Excluded categories of assets and liabilities include pension plan assets, deferred tax assets, accrued liabilities, including but not limited to, accrued salaries and employee benefits, tax accruals and accrued accounts payable and reserves. Other immaterial assets and liabilities may also have been excluded.

Summary of Significant Reporting Policies. The following is a summary of certain significant reporting policies:

- a. **Current Market Value — Net Book Value.** In many instances, current market valuations are neither maintained by nor readily available to the Debtors. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values, rather than current market values, of the Debtors' assets as of May 31, 2009 and may not reflect the net realizable value. For this reason, amounts ultimately realized will vary, at some times materially, from net book value.
- b. **First Day Orders.** Pursuant to various "first day" orders issued by the Court, the Debtors were authorized to pay certain pre-petition claims, including, without limitation, claims relating to employee wages and benefit claims, claims for taxes and fees, claims related to customer programs, critical vendor claims, broker claims, and claims of shippers, warehousemen and other lien claimants. However, the claims listed in the Schedules and Statements may not reflect amounts paid pursuant to these various "first day" orders. To the extent claims listed on the Schedules and Statements have been or are subsequently paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtors reserve all rights to amend or supplement their Schedules and Statements as is necessary and appropriate.
- c. **Paid Claims.** As part of the "first day" orders, the bankruptcy court authorized the Debtors to pay the prepetition claims of employees (including workers' compensation claims) and customers. As such, except to the extent that customers or employees have claims in excess of the authority granted to the Debtors under the "first day" orders, the Debtors have not included claims of this nature in the Schedules and Statements. Further, the Debtors were authorized to pay certain prepetition amounts due under certain insurance programs. As such, the Debtors have not included claims of this nature in the Schedules and Statements.

- d. **Setoffs.** To the extent the Debtors incurred any ordinary course setoffs from customer/vendors such ordinary course setoffs are excluded from the Debtors' Schedules and Statements.
- e. **Credits and Adjustments.** Claims of creditors are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances and other adjustments, including the right to assert claims objections and/or setoffs with respect to same.
- f. **Accounts Receivable.** The accounts receivable information listed on Schedule B includes both billed and unbilled receivables from the Debtors' customers.
- g. **Leases.** In the ordinary course of business, the Debtors may lease certain fixtures and equipment from certain third party lessors for use in the daily operation of their businesses. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to such issues.

Undetermined Amounts. Where a description of an amount is left blank or listed as "unknown" such response is not intended to reflect upon the materiality of such amount.

Estimates. To timely close the books and records of the Debtors and to prepare such information on a legal entity basis, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, reported revenue and expenses to reflect changes in those estimates and assumptions.

Classifications. Listing a claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," (c) on Schedule F as "unsecured priority," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of any claimant, or a waiver of the Debtors' right to recharacterize or reclassify any claim or contract.

Claims Description. Any failure to designate a claim on a given Debtor's Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent" or "unliquidated." The Debtors reserve all rights to dispute, or to assert any offsets or defenses to, any claim reflected on their respective Schedules on any grounds including, without limitation, amount, liability, validity, priority or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim does not constitute an

admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules accordingly.

Guaranties and Other Secondary Liability Claims. Guaranties and other secondary liability claims (the “Guaranties”) with respect to the Debtors’ contracts and leases are not included on Schedule H and the Debtors believe that certain Guaranties embedded in the Debtors’ executory contracts, unexpired leases, other secured financing, debt instruments and similar agreements may exist and, to the extent they do, will be identified upon further review. Therefore, the Debtors reserve their rights to amend the Schedules to the extent additional Guaranties are identified.

SOAL NOTES

Schedule A. Schedule A of R.H. Donnelley Inc. includes solely its owned real property. As noted herein, the stated value of such real property is the property's net book value.

Schedule B. Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their respective causes of action or potential causes of action against third parties as assets in their respective Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their respective rights with respect to any claims, causes of action, or avoidance actions they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

Schedule B(9)

In response to Schedule B(9), the value provided is the pro-rata return of paid premiums, if the policy was cancelled as of the Petition Date.

Schedule B(13)

The minority holding in Unicom Media Limited by R.H. Donnelley Inc. is presented for informational purposes. R.H. Donnelley Inc. purchased 2,647,059 shares in Unicom Media Limited on November 5, 1998. Unicom Media Limited has since gone through a restructuring and the value of the shares has been written off R.H. Donnelley's financial statements.

Schedule B(16)

Intercompany receivables are exclusive of intercompany interest and taxes. Intercompany receivables (other than those Intercompany Claims evidenced by notes/loan agreements discussed above) are reported on Schedule 16 of the operating level entities. Intercompany receivables evidenced by notes/loan agreements are reported on Schedule 16 of the applicable Debtor entity.

Schedule B(18)

Miscellaneous receivables include, among other things: receivables from landlords and/or amounts due from the state of North Carolina under a Job Development Grant program.

Schedule D — Creditors Holding Secured Claims. Except as otherwise agreed pursuant to a stipulation, agreed order or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and/or their estates reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any

Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken. Further, the Debtors have included the results of UCC searches performed prior to the Petition Date, however, the listing of such results is not nor shall not be deemed an admission as to the validity of any such lien. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The descriptions provided in Schedule D are intended only to be a summary.

The Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights, deposits posted by, or on behalf of, the Debtors, inchoate statutory lien rights, or real property lessors, utility companies and other parties which may hold security deposits. Further, pursuant to certain orders of the Bankruptcy Court entered in the Debtors' chapter 11 cases, the Debtors were authorized (but not directed) to pay, among other things, certain prepetition claims that are or may be secured. Accordingly, these liabilities may have been or may be satisfied in accordance with the applicable orders and therefore are not listed on Schedule D.

Prior to the Petition Date, R.H. Donnelley Inc. ("RHDI") and R.H. Donnelley Corporation ("RHD") were borrowers under that certain Second Amended Credit Agreement, dated as of December 13, 2005 with Deutsche Bank Trust Company Americas and several other financial institutions (as amended, restated or modified from time to time, the "RHDI Credit Agreement"). The RHDI Credit Agreement provided for (i) a \$175,000,000 revolving credit facility and (ii) terms loans which had approximately \$1,269,000,000 in principal balance outstanding as of the Petition Date. In addition, certain letters of credit were issued under the RHDI Credit Agreement. As the obligations of the issuers of such letters of credit were deemed obligations under the RHDI Credit Agreement (that were listed in the aggregate on Schedule D), the Debtors have not separately listed each letter of credit issues on Schedule D. RHDI's obligations under the RHDI Credit Agreement are guaranteed by RHD, DonTech Holdings, LLC, The DonTech II Partnership, R.D. Donnelley Publishing & Advertising of Illinois Holdings, LLC, R.H. Donnelley Publishing & Advertising of Illinois Partnership, Get Digital Smart.com, Inc., R.H. Donnelley APIL, Inc. and R.H. Donnelley Publishing & Advertising, Inc (together with RHD and RHDI, the "RHDI Operating Debtors").

As of the Petition Date, the RHDI Operating Debtors were indebted under the RHDI Credit Agreement in the aggregate principal amount of approximately \$1,433,966,507 on account of loans made thereunder plus letters of credit in the face amount of approximately \$717,600, plus, in each case accrued and unpaid interest thereon, reimbursement obligations in respect thereof, indemnification obligations, cash management obligations, obligations arising under hedging agreements (described below) and fees and expenses and other obligations incurred in connection therewith, in accordance with the terms of the applicable loan documents.

Dex Media East, LLC ("DME") is a borrower under that certain Credit Agreement, dated as of October 24, 2007, among DME, Dex Media East, Inc. ("DMEI"), Dex Media, Inc.

("DMI"), the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (the "DME Credit Agreement"). The DME Credit Agreement provided for (i) a \$100,000,000 revolving credit facility; (ii) a tranche A term loan facility; and (iii) a tranche B term loan facility. In addition, certain letters of credit were issued under the DME Credit Agreement. As the obligations of the issuers of such letters of credit were deemed obligations under the DME Credit Agreement (that were listed in the aggregate on Schedule D), the Debtors have not separately listed each letter of credit issues on Schedule D. The obligations of the issuers of such letters of credit were deemed obligations under the DME Credit Agreement. DME's obligations under the DME Credit Agreement are guaranteed by DMEI and Dex Media East Finance Co. The DME Credit Agreement is secured by liens and security interests on substantially all equity and the assets and property – and proceeds thereof – of DME, DMEI and Dex Media East Finance Co.

As of the Petition Date, certain Debtors were indebted under the DME Credit Agreement in the aggregate principal amount of approximately \$1,099,608,700.72 on account of loans made thereunder plus letters of credit in the face amount of approximately \$2,587,400, plus, in each case accrued and unpaid interest thereon, reimbursement obligations in respect thereof, indemnification obligations, cash management obligations, obligations arising under hedging agreements (described below) and fees and expenses and other obligations incurred in connection therewith, in accordance with the terms of the applicable loan documents.

Dex Media West, LLC ("DMW") is a borrower under that certain Credit Agreement, dated as of June 6, 2008, among DMW, Dex Media West, Inc. ("DMWI"), Dex Media, Inc., the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (the "DMW Credit Agreement" and together with the DME Credit Agreement and the RHDI Credit Agreement, the "Prepetition Credit Agreements"). The DMW Credit Agreement provided for (i) a \$90,000,000 revolving credit facility; (ii) a tranche A term loan facility; and (iii) a tranche B term loan facility. DMW's obligations under the DMW Credit Agreement are guaranteed by DMWI and Dex Media West Finance Co. The DMW Credit Agreement is secured by liens and security interests on substantially all equity and the assets and property – and proceeds thereof – of DMW, DMWI and Dex Media West Finance Co.

As of the Petition Date, certain Debtors were indebted under the DMW Credit Agreement in the aggregate principal amount of approximately \$1,109,088,086.07 on account of loans made thereunder, plus, accrued and unpaid interest thereon, reimbursement obligations in respect thereof, indemnification obligations, cash management obligations, obligations arising under hedging agreements (described below) and fees and expenses and other obligations incurred in connection therewith, in accordance with the terms of the applicable loan documents

Further, per the terms of the Pre-Petition Credit Agreements, the claims of the counterparties under the various swap and hedging agreements listed on Schedule D are secured claims under the Pre-Petition Credit Agreement.

Schedule E — Creditors Holding Unsecured Priority Claims. All claims listed on the Debtors' Schedule E are claims owing to various taxing authorities to which the Debtors may potentially be liable. However, certain of such claims may be subject to on-going audits and the Debtors are otherwise unable to determine with certainty the amount of many, if not all, of the remaining claims listed on Schedule E. Therefore, the Debtors have listed all such claims as unknown in amount, pending final resolution of on-going audits or other outstanding issues.

The Debtors have not listed on Schedule E any tax, wage or wage-related obligations for which the Debtors' have been granted authority to pay pursuant to a First Day Order. The Debtors believe that all such claims have been or will be satisfied in the ordinary course during these chapter 11 cases pursuant to the authority granted in the relevant First Day Orders. The Debtors reserve their right to dispute or challenge whether creditors listed on Schedule E are entitled to priority claims.

The Debtors have listed the claims or potential claims of various taxing authorities. The listing of a taxing authority on Schedule E is not an admission that such taxing authority has a valid priority claim against the particular Debtor.

Schedule F — Creditors Holding Unsecured Nonpriority Claims. The Debtors have attempted to relate all liabilities to each particular Debtor. As a result of the Debtors' consolidated operations, however, the reader should review Schedule F for all Debtors in these cases for a complete understanding of the unsecured debts of the Debtors.

Certain creditors listed on Schedule F may owe amounts to the Debtors and, as such, may have valid setoff and recoupment rights with respect to such amounts. The amounts listed on Schedule F do not reflect any such right of setoff or recoupment and the Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted. The Debtors reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule F of any Debtor.

In addition, certain claims listed on Schedule F may be entitled to priority under 11 U.S.C. § 503(b)(9).

Schedule F contains information regarding pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. However, to the extent that litigation involving a particular Debtor has been identified, such information is contained in the Schedule for that Debtor. The amounts for these potential claims are listed as undetermined and marked as contingent, unliquidated and disputed in the Schedules.

The Debtors have made their best efforts to include all creditors on Schedule F; however, the Debtors' believe there are instances where vendors have yet to provide proper invoices for prepetition goods or services. While the Debtor's maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates and

not tracked on a vendor by vendor basis, and as such have not been included on Schedule F.

The Debtors' accounting system tracks vendors by vendor number. Because many vendors do business with several of the Debtors' locations, and the Debtors may do business with many vendor locations, there are many instances where the same vendor has multiple vendor numbers. For purposes of Schedule F, the Debtors' have not aggregated the claims of such vendors with multiple vendor numbers and addresses, but rather have separately listed the claims of such vendors under each vendor number.

Intercompany Claims listed on Schedule F are exclusive of intercompany interest and taxes. Intercompany Claims payables (other than those Intercompany Claims evidenced by notes/loan agreements discussed above) are reported at the operating level entities, and, as such, are reported on Schedule F of the applicable operating level Debtor entity.

The claims of individuals participating in certain supplemental retirement and deferred compensation plans are based upon the Debtors' valuation of such claims as of December 31, 2008.

Schedule G — Executory Contracts and Unexpired Leases. Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively the "Agreements"), review is ongoing and inadvertent errors, omissions or over-inclusion may have occurred. In the ordinary course of business, the Debtors enter into agreements with their customer/advertisers. Due to extremely large number of advertisers and relatively short-term nature of these agreements, the Debtors have not included such contracts on Schedule G. The Debtors may have entered into various other types of Agreements in the ordinary course of their businesses, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements which may not be set forth in Schedule G. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G.

Any and all of the Debtors' rights, claims and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to (i) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G, (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related

to a creditor's claim, including, but not limited to, the Agreements listed on Schedule G and (iii) to amend or supplement such Schedule as necessary.

Certain of the Agreements listed on Schedule G may have been entered into or on behalf of more than one of the Debtors. Additionally, the specific Debtor obligor(s) to certain of the Agreements could not be specifically ascertained in every circumstance. In such cases, the Debtors have made reasonable efforts to identify the correct Debtor's Schedule G on which to list the agreement, and, where a contract party remained uncertain, such Agreements have been listed on Schedule G for the applicable operating level debtor entity.

Schedule H — Co-Debtors. In the ordinary course of their businesses, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their businesses. Some of these matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because such claims are listed elsewhere in the Bankruptcy Materials, they have not been set forth individually on Schedule H.

Further, the Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements.

SOFA NOTES

SOFA 1

The amounts reported on SOFA 1 do not include Intercompany revenues.

SOFA 2

The amounts reported on SOFA 2 include Intercompany interest income, swap interest income, and other interest income.

SOFA 3 and 23

The response to SOFA 3(b) does not include checks that were voided. Due to the centralized cash management system, certain payments reflected in response to SOFA 3b and SOFA 23 may have been made on behalf of other affiliated Debtors.

Responses to SOFA 3(c) (Payments to creditors - insiders within year) appear on Exhibit S-23. Payments to insiders within one year of the commencement of these cases that are employees have been aggregated and categorized based on the type of payment or distribution.

SOFA 4(a)

The Debtors reserve all of their rights and defenses with respect to any and all listed lawsuits and administrative proceedings. The listing of any such suits and proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. The Debtors also reserve their rights to assert that neither the Debtors nor any affiliate of the Debtors is an appropriate party to such actions or proceedings.

SOFA 7

The Debtors have provided a summary of the number and value of charitable gifts made during the reporting period and while reasonable efforts have been made to ensure that the list of gifts provided in response to SOFA 7 is accurate, certain gifts may have inadvertently been omitted from the response to SOFA 7.

SOFA 8

Losses appearing in response to SOFA 8 are reported at the operating level entity.

SOFA 9

Due to the centralized cash management system, certain payments reflected in response to SOFA 9 may have been made on behalf of other affiliated Debtors. Further, the

payments reflected on SOFA 9 reflect only payments related to debt counseling or bankruptcy the Debtors made to their professionals.

SOFA 19(d)

From time to time the Debtors provided financial statements in the ordinary course of business to parties for business, statutory, credit, financing and other reasons. Recipients have included regulatory agencies, financial institutions, investment banks, customers, vendors, accountants, attorneys, and rating agencies. Additionally, financial statements have been provided to other parties as requested. Pursuant to the Pre-petition Credit Agreements, quarterly and annual financial statements and schedules were distributed to the administrative agents under the each Pre-Petition Credit Agreement.

In addition, pursuant to all of the outstanding indentures governing the Debtors' outstanding unsecured notes, quarterly and annual financial reports were delivered to each of the respective indenture trustees. In the ordinary course of business and in connection with certain transactions not in the ordinary course, the Debtors' pre-petition lenders or other parties acting as advisors to such lenders have been provided with the Debtor's business unit financial statements and schedules as well as schedules of financial analysis upon request.

In addition, on a monthly basis and from time to time, the Debtors prepare financial reports (collectively, the "Internal Reports"). The Internal Reports are utilized by the Debtors in the operation and management of their businesses. In addition, in the ordinary course of business and in connection with certain transactions not in the ordinary course of business, the Internal Reports were often distributed to accountants, lawyers, lenders and other parties doing business with the Debtors after having received written assurances that such parties agreed to keep the information contained therein confidential. The Debtors have not maintained complete records of the parties who requested or obtained copies of the Internal Reports.

SOFA 20(a)

The Debtors have a de minimus amount of paper inventory that is valued on the balance sheet. The annual audit does not include an inventory count of the paper. The Debtors hold published directories in warehouses for secondary distribution channels; however, these are not recorded for inventory purposes.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. Do not include the name or address of a minor child in this statement. Indicate payments, transfers and the like to minor children by stating "a minor child." See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

STATEMENT OF FINANCIAL AFFAIRS

1. Income from employment or operation of business

NONE

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

2. Income other than from employment or operation of business

NONE

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

3. Payments to creditors Complete a. or b., as appropriate, and c.

Complete a. or b. as appropriate, and c.

NONE

a. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE

b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$5,475. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE

c. All debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

SEE EXHIBIT-S3C

STATEMENT OF FINANCIAL AFFAIRS

4. Suits and administrative proceedings, executions, garnishments and attachments

NONE

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

5. Repossessions, foreclosures and returns

NONE

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

6. Assignments and receiverships

NONE

a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

7. Gifts

NONE

List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

8. Losses

NONE

List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

STATEMENT OF FINANCIAL AFFAIRS

9. Payments related to debt counseling or bankruptcy

NONE

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

10. Other transfers

NONE

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NONE

b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

11. Closed financial accounts

NONE

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

12. Safe deposit boxes

NONE

List each safe deposit or other box or depository in which the debtor has or had securities, cash or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

13. Setoffs

NONE

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

14. Property held for another person

NONE

List all property owned by another person that the debtor holds or controls.

STATEMENT OF FINANCIAL AFFAIRS

15. Prior address of debtor

NONE

If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

16. Spouses and Former Spouses

NONE

If the debtor resides or resided in a community property state, commonwealth or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

17. Environmental Information

For the purpose of this question, the following definitions apply:

“Environmental Law” means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

“Site” means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

“Hazardous Material” means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

NONE

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and if known, the Environmental Law:

NONE

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

NONE

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

STATEMENT OF FINANCIAL AFFAIRS

18. Nature, location and name of business

NONE

a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was a self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

*If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.*

*If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.*

NONE

b. Identify any business listed in respect to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time. (An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

NONE

a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

SEE EXHIBIT-S19A

NONE

b. List all firms or individuals who within two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

SEE EXHIBIT-S19B

STATEMENT OF FINANCIAL AFFAIRS

NONE

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

SEE EXHIBIT-S19C

NONE

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within two years immediately preceding the commencement of this case by the debtor.

20. Inventories

NONE

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

NONE

b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

21. Current Partners, Officers, Directors and Shareholders

NONE

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NONE

b. If the debtor is a corporation, list all the officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls or holds 5 percent or more of the voting or equity securities of the corporation.

SEE EXHIBIT-S21B

22. Former partners, officers, directors and shareholders

NONE

a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NONE

b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

23. Withdrawals from a partnership or distributions by a corporation

NONE

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

STATEMENT OF FINANCIAL AFFAIRS

24. Tax Consolidation Group.

NONE

If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

SEE EXHIBIT-S24

25. Pension Funds.

NONE

If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-3c
PAYMENTS TO CREDITORS - INSIDERS - 1 YEAR

For a listing of payments to insiders, please see exhibit S-23.

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-19a
BOOKKEEPERS AND ACCOUNTANTS - WITHIN 2 YEARS

NAME	ADDRESS	DATES SERVICES RENDERED	
STEVEN BLONDY, CFO	C/O R.H. DONNELLEY 1001 WINSTEAD DRIVE CARY, NC 27513	MAR-09	PRESENT
SYLVESTER JOHNSON, CONTROLLER	C/O R.H. DONNELLEY 1001 WINSTEAD DRIVE CARY, NC 27513	APR-09	PRESENT
ROBERT BUSH, CONTROLLER	C/O R.H. DONNELLEY 1001 WINSTEAD DRIVE CARY, NC 27513	MAR-09	APR-09

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-19b
AUDITORS OR FINANCIAL STATEMENT PREPARERS- WITHIN 2 YEARS

NAME	ADDRESS	DATES SERVICES RENDERED		CONTACT NAME, IF FIRM
KPMG LLP	401 SOUTH TRYON STREET SUITE 2300 CHARLOTTE, NC 28202-1911	3/31/2009	PRESENT	H. PAUL CHAPMAN

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-19c
POSSESSION OF THE BOOKS OF ACCOUNT AND RECORDS

NAME	ADDRESS	DATES SERVICES RENDERED		CONTACT NAME, IF FIRM
STEVEN BLONDY, CFO	C/O R.H. DONNELLEY 1001 WINSTEAD DRIVE CARY, NC 27513	MAR-09	PRESENT	
SYLVESTER JOHNSON, CONTROLLER	C/O R.H. DONNELLEY 1001 WINSTEAD DRIVE CARY, NC 27513	APR-09	PRESENT	

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-21b
OFFICERS, DIRECTORS AND SHAREHOLDERS - CORPORATIONS

NAME	ADDRESS	TITLE	NATURE AND PERCENTAGE OF OWNERSHIP	
R.H. DONNELLEY CORPORATION	1001 WINSTEAD DRIVE CARY, NC 27513	PARENT COMPANY/OWNER	LIMITED LIABILITY CORPORATION	100%
APKER, JENNY L.	1001 WINSTEAD DRIVE CARY, NC 27513	DIRECTOR, VICE PRESIDENT & TREASURER		
HIANIK, MARK W.	1001 WINSTEAD DRIVE CARY, NC 27513	DIRECTOR, SENIOR VICE PRESIDENT, GENERAL COUNSEL & CORPORATE SECRETARY		

STATEMENT OF FINANCIAL AFFAIRS
EXHIBIT S-24
TAX CONSOLIDATION GROUPS - WITHIN 6 YEARS

NAME OF CORPORATION	TAXPAYER ID
R.H. DONNELLEY CORPORATION	13-2740040

(if completed on behalf of a partnership or corporation)

I declare under penalty of perjury that I have read the answers contained in the foregoing amended statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date: 08/11/2009

Signature: _____

Continuation sheets attached: 6

Mark W. Hianik
Senior Vice President, General Counsel, and Corporate Secretary

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.