

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

In re: **LOCAL INSIGHT MEDIA HOLDINGS, INC., et al.**<sup>1</sup>  
Debtors

Case No. **10-13677 (KG)**  
Jointly Administered


**INITIAL MONTHLY OPERATING REPORT**

**File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief**

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

<b>REQUIRED DOCUMENTS</b>	<b>Document Attached</b>	<b>Explanation Attached</b>
<b>12-Month Cash Flow Projection (Form IR-1)</b>	26 Week DIP Budget	
<b>Certificates of Insurance:</b>		
Workers Compensation	X	
Property	X	
General Liability	X	
Vehicle	X	
Other: <u>Directors &amp; Officers Liability</u>	X	
Identify areas of self-insurance w/liability caps		
<b>Evidence of Debtor in Possession Bank Accounts</b>		
Tax Escrow Account	See attached order	
General Operating Account	See attached order	
Money Market Account pursuant to Local Rule 4001-3. Refer to <a href="http://www.deb.uscourts.gov/">http://www.deb.uscourts.gov/</a>	See attached order	
Other: _____		
<b>Retainers Paid (Form IR-2)</b>	X	

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

  
Richard C. Jenkins  
Interim Chief Financial Officer  
Local Insight Media Holdings, Inc., et al.

December 7, 2010  
Date

**Note**

<sup>1</sup> The Debtors, together with the last four digits of each of the Debtor's federal tax identification number (if applicable), are: Regatta Split-off I LLC; Regatta Split-off II LLC; Regatta Split-off III LLC; Local Insight Regatta Holdings, Inc. (6735); LIM Finance, Inc. (8136); LIM Finance II, Inc. (5380); Local Insight Media Holdings, Inc. (2696); Local Insight Media Holdings II, Inc. (8133); Local Insight Media Holdings III, Inc. (8134); LIM Finance Holdings, Inc. (8135); The Berry Company LLC (7899); Local Insight Listing Management, Inc. (7524); Regatta Investor LLC; Regatta Holding I, L.P.; Regatta Holding II, L.P.; Regatta Holding III, L.P.; Regatta Investor Holdings, Inc. (8137); and Regatta Investor Holdings II, Inc. (8183). The location of the Debtors' corporate headquarters and the service address for all Debtors is: 188 Inverness Drive West, Suite 800, Englewood, CO 80112.



1013677101207000000000004

Initial 26-Week Cash Flow Forecast

As filed with the United States Bankruptcy Court for the District of Delaware on October 19, 2010: Notice of Filing of Proposed Interim DIP Budget [Docket Nr. 43]  
(\$ in thousands)

Week Ending (Friday):	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	1/14	1/21	1/28	2/4	2/11	2/18	2/25	3/4	3/11	3/18	3/25	4/1	4/8	4/15	4/22	4/29	5/6	5/13	Total		
CASH FLOW FORECAST																													
Operating Cash Flow																													
Operating Receipts	\$4,640	\$1,716	\$8,661	\$2,826	\$4,487	\$2,261	\$8,827	\$3,011	\$4,444	\$2,306	\$2,882	\$8,668	\$2,808	\$4,049	\$2,808	\$8,294	\$2,467	\$7,883	\$2,281	\$4,777	\$2,852	\$6,765	\$4,900	\$2,870	\$14,198	(\$1,429)	(\$101,998)	(\$9,648)	
Operating Disbursements	(5,622)	(3,725)	(3,841)	(4,198)	(1,847)	(4,679)	(4,534)	(4,854)	(2,559)	(4,392)	(3,030)	(6,789)	(3,094)	(4,820)	(3,566)	(5,386)	(1,494)	(3,788)	(1,494)	(6,062)	(2,097)	(4,731)	(2,559)	(6,753)	(1,956)	(4,129)	(\$1,429)	(\$101,998)	
Payment to Holdings for Regatta Operating Expenses	--	--	(883)	--	(882)	--	(873)	--	(838)	--	(889)	--	(838)	--	(858)	--	(790)	--	(261)	--	(809)	--	--	(815)	--	(911)	--	(\$9,648)	
Consolidated Operating Cash Flow	(\$5981)	(\$82,009)	\$3,937	(\$13,372)	\$1,758	(\$2,418)	\$3,420	(\$1,843)	\$1,647	(\$2,086)	(\$1,037)	\$1,880	(\$1,124)	(\$770)	(\$1,615)	\$2,909	\$183	\$457	\$713	\$1,821	(\$624)	\$46	(\$522)	\$11	\$2,033	(\$1,259)	\$2,552	(\$24,100)	
Other Regatta Expenses	(2,210)	(427)	(1,769)	(907)	(607)	(735)	(1,314)	(235)	(1,955)	(188)	(1,059)	(360)	(2,080)	(288)	(472)	(950)	(1,825)	(205)	(333)	(910)	(168)	(1,830)	(210)	(376)	(957)	(1,732)	(1,340)	(\$24,100)	
Payment to Holdings for Regatta Capitalized Expenses	--	--	(96)	--	(159)	--	(127)	--	(119)	--	(107)	--	(78)	--	(70)	--	(121)	--	(121)	--	(86)	--	--	(125)	--	(132)	--	(\$1,340)	
Net Cash Flow	(\$3,191)	(\$2,436)	\$2,072	(\$2,279)	\$992	(\$3,154)	\$1,979	(\$2,077)	(\$1,026)	(\$2,274)	(\$2,203)	\$1,520	(\$3,282)	(\$1,058)	(\$2,157)	\$1,959	(\$1,762)	\$252	\$258	\$911	(\$879)	(\$1,785)	(\$857)	(\$365)	\$944	(\$2,991)	(\$22,888)	(\$1,340)	
ESTIMATED CASH BALANCES																													
Beginning Book Cash Balance	\$11,302	\$8,111	\$13,175	\$15,247	\$12,968	\$13,960	\$10,806	\$12,786	\$10,708	\$15,532	\$13,258	\$11,055	\$12,575	\$15,144	\$14,086	\$11,928	\$13,887	\$12,125	\$12,377	\$12,635	\$13,546	\$13,546	\$12,667	\$10,882	\$13,325	\$12,960	\$13,904	\$11,302	
Net Cash Flow	(3,191)	(2,436)	2,072	(2,279)	992	(3,154)	1,979	(2,077)	(1,026)	(2,274)	(2,203)	1,520	(3,282)	(1,058)	(2,157)	1,959	(1,762)	252	258	911	(879)	(1,785)	(857)	(365)	944	(2,991)	(2,888)	(\$11,302)	
Ending Book Cash Balance (Before DIP Draws)	8,111	5,675	15,247	12,968	13,960	10,806	12,786	10,708	9,682	13,258	11,055	12,575	9,294	14,086	11,928	13,887	12,125	12,377	12,635	13,546	12,667	10,882	10,025	12,960	13,904	10,914	10,914	(\$11,302)	
Memo: Unrestricted Book Cash Balance (Before DIP Draws)	7,611	5,175	12,122	9,843	10,835	7,661	9,661	7,383	6,357	10,133	7,930	9,450	6,169	10,961	8,803	10,762	9,000	9,252	9,310	10,421	9,342	7,757	6,900	9,835	10,779	7,789	14,711	(\$7,611)	
DIP Draws	--	7,500	--	--	--	--	--	--	5,850	--	--	--	5,850	--	--	--	--	--	--	--	--	--	3,300	--	--	--	22,500	(\$7,611)	
Ending Book Cash Balance (Including DIP Draws)	8,111	13,175	15,247	12,968	13,960	10,806	12,786	10,708	15,532	13,258	11,055	12,575	15,144	14,086	11,928	13,887	12,125	12,377	12,635	13,546	12,667	10,882	13,325	12,960	13,904	10,914	10,914	(\$11,302)	
Less: Cash Collateralized LCs	--	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(2,625)	(\$2,625)	
Less: Lien Avoidance Carveout	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(\$500)	
Plus: Outstanding Checks	--	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	(\$500)	
Ending Unrestricted Bank Cash Balance	\$7,611	\$10,550	\$12,622	\$10,343	\$11,335	\$8,181	\$10,161	\$8,083	\$12,907	\$10,633	\$8,430	\$9,950	\$12,519	\$11,461	\$9,303	\$11,262	\$9,500	\$9,752	\$10,010	\$10,921	\$10,042	\$8,257	\$10,700	\$10,335	\$11,279	\$8,289	\$8,289	(\$7,611)	
ESTIMATED DIP FACILITY BALANCES																													
Beginning DIP Facility Balance	--	--	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$13,350	\$13,350	\$13,350	\$13,350	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$22,500	\$22,500	\$22,500	\$22,500	--	
Draws/(Repayments)	--	7,500	--	--	--	--	--	--	5,850	--	--	--	5,850	--	--	--	--	--	--	--	--	--	--	3,300	--	--	--	22,500	(\$7,500)
Ending DIP Facility Balance	--	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$13,350	\$13,350	\$13,350	\$13,350	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200	\$22,500	\$22,500	\$22,500	\$22,500	(\$7,500)	

**List of Certificates of Insurance****Insured: Local Insight Media Holdings, Inc. - and all its subsidiaries**

Carrier	Coverage	Policy Nr	UST as Notice Party
Federal Insurance Company	General Liability	35865728	yes
Federal Insurance Company	Property	35865728	yes
Federal Insurance Company	Automobile Liability	73544883	yes
Federal Insurance Company	Excess / Umbrella Liability	79861633	yes
Federal Insurance Company	Workers Compensation	71719166	yes
Federal Insurance Company	General Liability - standalone Puerto Rico	35865770	yes
Federal Insurance Company	Property - standalone Puerto Rico	35865770	yes
Federal Insurance Company	Automobile Liability - standalone Puerto Rico	73546635	yes
Federal Insurance Company	Automobile Liability - standalone Hawaii	73560582	yes
Federal Insurance Company	General Liability - "Exporter Package"	74990831	yes
Federal Insurance Company	Automobile Liability - "Exporter Package"	74990831	yes
Federal Insurance Company	Workers Compensation - "Exporter Package"	74990831	yes
U.S. Specialty Insurance Company (Houston Casualty Company)	Crime	14-MG-09-A9980*	yes
U.S. Specialty Insurance Company (Houston Casualty Company)	Primary Directors & Officers Liability	14-MGU-10-A22779	yes
Illinois National Insurance Company (Chartis)	Excess Directors & Officers Liability	01-330-97-23	yes
U.S. Specialty Insurance Company (Houston Casualty Company)	Blended Employment Practice, Employed Lawyers & Fiduciary Liabilities	14-MGU-10-A22778	yes

\* Policy renewed on 11/30/2010; new policy number was not yet available on the Certificate of Insurance when these schedules were prepared



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2011

11/30/2010

<b>PRODUCER</b> Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
<b>INSURED</b> 1327121 Local Insight Media Holdings, Inc. 188 Inverness Drive West, Suite 800 Englewood, CO 80112	INSURER D:	
	INSURER E:	

**COVERAGES**

LOCIN15 C-

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS							
A			<b>GENERAL LIABILITY</b>	35865728	2/1/2010	2/1/2011	EACH OCCURRENCE	\$ 1,000,000						
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000						
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000						
							PERSONAL & ADV INJURY	\$ 1,000,000						
							GENERAL AGGREGATE	\$ 2,000,000						
							PRODUCTS - COMP/OP AGG	\$ 2,000,000						
			GEN'L AGGREGATE LIMIT APPLIES PER:											
			<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC											
			A						<b>AUTOMOBILE LIABILITY</b>	73544883	2/1/2010	2/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
									<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)	\$ XXXXXXXX												
<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX												
<input checked="" type="checkbox"/> HIRED AUTOS														
<input checked="" type="checkbox"/> NON-OWNED AUTOS														
<input checked="" type="checkbox"/> Comp Ded \$1K														
<input checked="" type="checkbox"/> Coll Ded \$1K														
			<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX						
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$ XXXXXXXX						
							AGG	\$ XXXXXXXX						
A			<b>EXCESS / UMBRELLA LIABILITY</b>	79861633	2/1/2010	2/1/2011	EACH OCCURRENCE	\$ 10,000,000						
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000						
			<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX						
			RETENTION \$					\$ XXXXXXXX						
								\$ XXXXXXXX						
								\$ XXXXXXXX						
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	71719166	2/1/2010	2/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER							
			E.L. EACH ACCIDENT				\$ 1,000,000							
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000							
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000							
A			<b>OTHER</b>	35865728	2/1/2010	2/1/2011	Blanket Contents: \$12,584,591 Deductible: \$5,000							
			Property											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

11079732

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "LOCIN15".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2010

**PRODUCER** Lockton Companies, LLC Denver  
8110 E. Union Avenue  
Suite 700  
Denver CO 80237  
(303) 414-6000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED** Local Insight Media Holdings, Inc.  
1324130 188 Inverness Drive West, Suite 800  
Englewood, CO 80112

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

LOCIN15 C-

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35865770	2/1/2010	2/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1K <input checked="" type="checkbox"/> Coll Ded \$1K	73546635	2/1/2010	2/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	79861633	2/1/2010	2/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ XXXXXXXX E L DISEASE EA EMPLOYEE \$ XXXXXXXX E L DISEASE POLICY LIMIT \$ XXXXXXXX
A		<b>OTHER</b> Property	35865770	2/1/2010	2/1/2011	Special cause of loss Personal Property \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

11079727

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'LOCIN15'.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11 30 2010

**PRODUCER**  
Lockton Companies, LLC Denver  
8110 E. Union Avenue  
Suite 700  
Denver CO 80237  
(303) 414-6000

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**INSURED**  
1330012 Local Insight Media Holdings, Inc.  
188 Inverness Drive West, Suite 800  
Englewood, CO 80112

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

LOCIN15 C-

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INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		<b>GENERAL LIABILITY</b>	35865728	2 1 2010	2 1 2011	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A		<b>AUTOMOBILE LIABILITY</b>	73560582	2 1 2010	2 1 2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
		<input checked="" type="checkbox"/> HIRED AUTOS						
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> Comp Ded \$1K								
<input checked="" type="checkbox"/> Coll Ded \$1K								
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX	
		OTHER THAN AUTO ONLY: EA ACC				\$ XXXXXXXX		
		AGG				\$ XXXXXXXX		
A		<b>EXCESS / UMBRELLA LIABILITY</b>	79861633	2 1 2010	2 1 2011	EACH OCCURRENCE	\$ 10,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000	
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX	
		<input type="checkbox"/> RETENTION \$					\$ XXXXXXXX	
							\$ XXXXXXXX	
							\$ XXXXXXXX	
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	71719166	2 1 2010	2 1 2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
		E.L. EACH ACCIDENT				\$ 1,000,000		
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000		
A		<b>OTHER</b>	35865728	2 1 2010	2 1 2011	Blanket Contents: \$12,584.59 Deductible: \$5,000		
		Property						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

11079724

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1 2011

12/1 2010

<b>PRODUCER</b> Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
<b>INSURED</b> 1330522 Local Insight Media Holdings, Inc. 188 Inverness Drive West, Suite 800 Englewood, CO 80112	INSURER D:	
	INSURER E:	

**COVERAGES**

LOCIN15 C-

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b>	74990831	2/1/2010	2/1/2011	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ XXXXXXXX	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>	74990831	2/1/2010	2/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
<input type="checkbox"/> HIRED AUTOS								
<input type="checkbox"/> NON-OWNED AUTOS								
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$ XXXXXXXX	
						AUTO ONLY AGG	\$ XXXXXXXX	
	<input type="checkbox"/>	<b>EXCESS / UMBRELLA LIABILITY</b>	NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ XXXXXXXX	
							\$ XXXXXXXX	
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX	
		<input type="checkbox"/> RETENTION \$					\$ XXXXXXXX	
							\$ XXXXXXXX	
A	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	74990831	2/1/2010	2/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE POLICY LIMIT	\$ 1,000,000	
	<b>OTHER</b>							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Above coverage reflective of Exporter's Package

**CERTIFICATE HOLDER**

11082290

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207, Lockbox #35  
Wilmington, DE 19801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'LOCIN15'

## PRODUCER

Aon Financial Services Group, Inc.  
4100 E. Mississippi Avenue, Suite 1300  
Denver, CO 80246  
Tel: 303-639-4161

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A	U.S. Specialty Insurance Company (HCC)
COMPANY B	Illinois National Insurance Company (Chartis)
COMPANY C	U.S. Specialty Insurance Company (HCC)
COMPANY D	

## INSURED

Local Insight Media Holdings, Inc.  
188 Inverness Drive West, Suite 800  
Englewood, CO 80112

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT  				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one person) \$ MED EXPERIENCE (Any one person) \$  
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$  
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$  
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM  				EACH OCCURRENCE \$ AGGREGATE \$  
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMIT [ ] OTH \$ EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EA EMPLOYEE \$
A	<b>OTHER</b> Directors & Officers Liability	14-MGU-10-A22779	11/16/2010	11/16/2011 *	Each Occurrence = \$15,000,000 USD Aggregate = \$15,000,000 Retention = \$250,000
B	Excess Directors & Officers Liability	01-330-97-23	11/16/2010	11/16/2011 *	\$10,000,000xs\$15,000,000
C	Blended Employment Practice, Employed Lawyers & Fiduciary Liabilities	14-MGU-10-A22778	1/16/2010	11/16/2011	EPL = \$8,000,000 Limit, \$100,000 Retention ELP = \$8,000,000 Limit, \$100,000 Retention F/L = \$7,000,000 Limit, \$5,000 Retention

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\* Local Insight Media Holdings, Inc. has the ability to elect discovery and the policy will expire 6 years from date of election.

## CERTIFICATE HOLDER

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL N/A DAYS WITHIN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
**D&O (A&B) - Policies are fully earned and non-cancelable.**

AUTHORIZED REPRESENTATIVE



## PRODUCER

Aon Financial Services Group, Inc.  
4100 E. Mississippi Avenue, Suite 1300  
Denver, CO 80246  
Tel: 303-639-4161

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AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A U.S. Specialty Insurance Company (HCC)  
COMPANY  
B  
COMPANY  
C  
COMPANY  
D  
COMPANY  
E

## INSURED

Local Insight Media Holdings, Inc.  
188 Inverness Drive West, Suite 800  
Englewood, CO 80112

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT
	<b>GENERAL LIABILITY</b>				
	<b>COMMERCIAL GENERAL LIABILITY</b>				
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				GENERAL AGGREGATE \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PRODUCTS-COMP/OP AGG \$
					PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE \$
					(Any one person)
					MED EXPERIENCE \$
					(Any one person)
	<b>AUTOMOBILE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY \$
	<input type="checkbox"/> SCHEDULED AUTOS				(PER PERSON)
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY \$
	<input type="checkbox"/> NON-OWNED AUTOS				(PER ACCIDENT)
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA A FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMIT [ ] OTH
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EA EMPLOYEE \$
A	<b>OTHER</b> Crime Insurance	14-MG-09-A9980	11/30/2009	11/30/2010	Limit = \$3,000,000 USD Retention = \$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL N/A DAYS WITHIN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## PRODUCER

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4100 E. Mississippi Avenue, Suite 1300  
Denver, CO 80246  
Tel: 303-639-4161

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CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A U.S. Specialty Insurance Company (HCC)

COMPANY  
B

COMPANY  
C

COMPANY  
D

COMPANY  
E

## INSURED

Local Insight Media Holdings, Inc.  
188 Inverness Drive West, Suite 800  
Englewood, CO 80112

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICTED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT
	<b>GENERAL LIABILITY</b>				
	<b>COMMERCIAL GENERAL LIABILITY</b>				
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				GENERAL AGGREGATE \$
	<b>OWNER'S &amp; CONTRACTOR'S PROT</b>				PRODUCTS-COMP/OP AGG \$
					PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one person) \$
					MED EXPERIENCE (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA A FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMIT [ ] OTH
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EA EMPLOYEE \$
A	<b>OTHER</b> Crime Insurance	TBD	11/30/2010	11/30/2011	Limit = \$3,000,000 USD Retention = \$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

United States Trustee  
Attn: Richard L. Schepacarter  
844 King Street, Suite 2207  
Lockbox #35  
Wilmington, DE 19801

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL N/A DAYS WITHIN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

In re: LOCAL INSIGHT MEDIA HOLDINGS, INC., et al.

Debtors

Case No. 10-13677 (KG)

Jointly Administered

**Evidence of Debtor in Possession Bank Accounts**

On October 19, 2010, the United States Bankruptcy Court for the District of Delaware entered that certain *Order Authorizing the Debtors to (A) Continue to Operate the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Continue to Invest in the Investment Account and (D) Maintain Existing Business Forms* (the "Cash Management Order") [Docket No. 49]. A copy of the Cash Management Order is attached hereto.



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

In re:

LOCAL INSIGHT MEDIA HOLDINGS, INC., et al.,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 10-13677(KG)  
)  
) Joint Administration Requested  
) Re: Docket No. 4

**ORDER AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE  
THE CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION  
OBLIGATIONS RELATED THERETO, (C) CONTINUE TO INVEST IN THE  
INVESTMENT ACCOUNT AND (D) MAINTAIN EXISTING BUSINESS FORMS**

Upon the motion, dated November 17, 2010 (the "Motion"), of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), for entry of an order (the "Order") authorizing the Debtors to: (a) continue operating the Cash Management System;<sup>2</sup> (b) honor certain prepetition obligations related thereto; (c) continue to invest excess funds in the Investment Accounts; and (d) maintain existing business forms; and upon the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and

<sup>1</sup> The Debtors, together with the last four digits of each of the Debtors' federal tax identification number (if applicable), are: Local Insight Media Holdings, Inc. (2696); Local Insight Media Holdings II, Inc. (8133); Local Insight Media Holdings III, Inc. (8134); LIM Finance Holdings, Inc. (8135); LIM Finance, Inc. (8136); LIM Finance II, Inc. (5380); Local Insight Regatta Holdings, Inc. (6735); The Berry Company LLC (7899); Local Insight Listing Management, Inc. (7524); Regatta Investor Holdings, Inc. (8137); Regatta Investor Holdings II, Inc. (8138); Regatta Investor LLC; Regatta Split-off I LLC; Regatta Split-off II LLC; Regatta Split-off III LLC; Regatta Holding I, L.P.; Regatta Holding II, L.P.; and Regatta Holding III, L.P. For the purpose of these chapter 11 cases, the service address for all Debtors is: 188 Inverness Drive West, Suite 800, Englewood, CO 80112.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.



101367710111900000000009



other parties in interest; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, as identified on Exhibit 1 attached hereto; (b) honor certain prepetition obligations related thereto; (c) continue to invest funds in the Investment Account notwithstanding section 345(b) of the Bankruptcy Code; and (d) maintain existing business forms.
3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, all of the bank accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto (the "Bank Accounts"); (b) use, in their present form, all correspondence and business forms (including letterhead, purchase orders and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtor in possession bank accounts; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers and other debits; and (e) pay any ordinary course bank fees (the "Bank Fees") incurred in connection with the Bank Accounts, including

prepetition Bank Fees not to exceed \$6,000 without further order of the Court, and to otherwise perform its obligations under the documents governing the Bank Accounts; provided, however, that upon depletion of the Debtors' correspondence and business forms, the Debtors shall obtain new business forms reflecting their status as debtors in possession; and, provided, further, however, after depletion of the Debtors' current stock of checks, the Debtors will generate new checks reflecting their status as "debtors in possession."

4. Except as otherwise expressly provided in this Order, all banks at which the Bank Accounts are maintained (collectively, the "Banks") are authorized to continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. Except as otherwise provided in this Order or in a separate order of this Court, all Banks provided with notice of this Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

6. The Debtors shall maintain detailed records in the ordinary course of business reflecting transfers of cash, if any, including intercompany transactions, so as to permit all such transactions to be readily ascertained.

7. Those certain existing account control agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the

Debtors and the Banks, and all of the provisions of such agreements, including the termination and fee provisions, shall remain in full force and effect.

8. In the course of providing cash management services to the Debtors, each of the Banks is authorized, without further order of this Court, to deduct the Bank Fees from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from automated clearing house transactions, wire transfers or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. The Debtors shall at all times maintain sufficient balances in accounts at each of the Banks so as to secure their obligations to the Banks for cash management and related services to the Debtors, and no liens on any Bank account granted to any creditor shall take priority over the Bank Fees of the Bank where the account is located.

10. Notwithstanding any other provision of this Order, any Bank may rely upon the representations of the Debtors with respect to whether any check, draft, wire or other transfer drawn or issues by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no Bank that honors a prepetition check or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors or (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored shall be deemed to be nor shall be liable to the Debtors or their estates or otherwise in violation of this Order.

11. For Banks that are party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, that the Debtors are directed to contact the

Banks, within fifteen days from the date of entry of this Order, to internally code each of the Debtors' Bank Accounts as "Debtor-In-Possession" accounts to ensure compliance with section 345 of the Bankruptcy Code, and the Debtors are also directed to provide any such correspondence and any response thereto to the U.S. Trustee.

12. For Banks that are not party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Bank to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five days of the date of entry of this Order

13. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby waived for a period of forty-five days from the Petition Date; provided, however, that such waiver is without prejudice to the Debtors' right to request a further extension or waiver of the requirements of section 345(b) in these chapter 11 cases.

14. As soon as practicable after the entry of this Order, the Debtors shall serve a copy of this Order on those Banks that make disbursements pursuant to the Debtors' Cash Management System.

15. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Order shall constitute, nor its intended to constitute, an admission as to the validity or priority of any claim against the Debtors..

16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.


17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.



18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

Dated: November 19, 2010  
Wilmington, Delaware

  
\_\_\_\_\_  
Honorable Kevin Gross  
United States Bankruptcy Judge

**EXHIBIT 1**

**Cash Management System**

**LIYP Bank Accounts**

LIYP  
Lockbox  
103690132750  
(US Bank)

LIYP Legacy Windstream  
Lockbox  
359681022240  
(Key Bank)

LIYP INV Sweep  
294342574398  
(US Bank)

**LIYP Concentration**  
**103690158144**  
(US Bank)

Local Insight Listing  
Management Payroll  
103690132743  
(US Bank)

LIYP EPay  
103690285103  
(US Bank)

LIYP  
Accounts Payable  
130109175971  
(US Bank)

**Berry Bank Accounts**

Berry Co LLC  
INV Sweep  
294342574406  
(US Bank)

Berry Co LLC  
Lockbox  
103690161775  
(US Bank)

Berry Co LLC  
Lockbox  
870000163  
(Key Bank)

**Berry Co LLC Concentration**  
**103690134376**  
(US Bank)

Berry Co LLC  
Payroll  
103690134384  
(US Bank)

Berry Co LLC  
Direct Debit  
103690227543  
(US Bank)

Berry Co LLC  
MetLife (Dental)  
047-5-074238  
(JP Morgan)

Berry Co LLC  
UHC (Medical)  
047-5-071042  
(JP Morgan)

Berry Co LLC  
EPay  
103690285095  
(US Bank)

Berry Co LLC  
Accounts Payable  
130109176110  
(US Bank)

**EXHIBIT 2**

**List of Bank Accounts**



Bank	Account Name	Legal Entity	Account Number	Address
JP Morgan Chase	The Berry Company LLC MetLife Dental	The Berry Company LLC	4238	4 New York Plaza, New York, NY 10004
JP Morgan Chase	The Berry Company LLC United Medical	The Berry Company LLC	1042	4 New York Plaza, New York, NY 10004
Key Bank	The Berry Company LLC	The Berry Company LLC	0163	127 Public Square, 7th Floor, Cleveland OH 44114 Mail Code: OH-01-27-0725
Key Bank	Local Insight Yellow Pages Inc	The Berry Company LLC	2240	127 Public Square, 7th Floor, Cleveland OH 44114 Mail Code: OH-01-27-0725
US Bank	Local Insight Listing Management	Local Insight Listing Management, Inc	2743	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	Local Insight Yellow Pages	The Berry Company LLC	5971	5065 Wooster Pk., Cincinnati, OH 45226
US Bank	The Berry Company LLC	The Berry Company LLC	6110	5065 Wooster Pk., Cincinnati, OH 45226
US Bank	Local Insight Yellow Pages	The Berry Company LLC	2750	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	The Berry Company LLC	The Berry Company LLC	1775	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	LIYP ePay Account	The Berry Company LLC	5103	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	The Berry Company ePay Account	The Berry Company LLC	5095	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	Local Insight Yellow Pages	The Berry Company LLC	8144	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB

Bank	Account Name	Legal Entity	Account Number	Address
US Bank	The Berry Company LLC	The Berry Company LLC	4376	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	The Berry Company LLC	The Berry Company LLC	7543	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	The Berry Company LLC	The Berry Company LLC	4384	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	Local Insight Yellow Pages	The Berry Company LLC	4398	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB
US Bank	The Berry Company LLC	The Berry Company LLC	4406	950 17th Street, 8th Floor, Denver, CO 80202 Mail Code: DN-CO-T8CB

In re: LOCAL INSIGHT MEDIA HOLDINGS, INC., et al.

Debtors

Case No. 10-13677 (KG)

Jointly Administered

Reporting Period: as of 11/17/2010

**SCHEDULE OF RETAINERS PAID TO PROFESSIONALS**

(This schedule is to include each Professional paid a retainer)

Payee	Date	Amount	Amount Applied to Date <sup>1)</sup>	Balance
Kirkland & Ellis LLP <sup>2)</sup>	11/17/2010	550,000.00	246,241.56	303,758.44
Alvarez & Marsal Private Equity Performance Improvement Group, LLC	10/26/2010	303,965.00	tbd	tbd
Alvarez & Marsal North America, LLC	11/3/2010	400,000.00	270,603.00	129,397.00
Lazard Frères & Co. LLC	11/10/2010	30,000.00 <sup>3)</sup>	tbd	tbd
Kurtzman Carson Consultants LLC	11/17/2010	100,000.00	0.00	100,000.00
Pachulski Stang Ziehl & Jones LLP	11/16/2010	118,000.00	tbd	tbd
Simpson Thacher & Bartlett LLP	10/4/2010	150,000.00	0.00	150,000.00
FTI Consulting, Inc.	9/22/2010	115,000.00	0.00	115,000.00
Milbank, Tweed, Hadley & McCloy LLP	1/11/2010	175,000.00	tbd	tbd
Ropes & Grey LLP	10/18/2010	50,000.00	tbd	tbd

**Notes**

1) The following amounts represent retainer payments to the best of the Debtors' knowledge for which retainer balances may exist as of the Petition Date.

2) The Debtors remitted an initial retainer payment on September 30, 2010. The Debtors periodically refreshed and increased this retainer.

3) This amount represents an expense retainer.