

**R.H. Donnelley Corporation**  
1001 Winstead Drive  
Cary, North Carolina 27513

May 21, 2009

The Undersigned Lenders Party to the  
Credit Agreement Referred to Below

Reference is made to the Second Amended and Restated Credit Agreement among R.H. Donnelley Corporation ("Holdings"), R.H. Donnelley Inc. (the "Borrower"), as Borrower, the lenders from time to time party thereto (collectively, the "Lenders"), JPMorgan Chase Bank, N.A., as Syndication Agent, Bear Stearns Corporate Lending Inc., Credit Suisse, Cayman Islands Branch, Goldman Sachs Credit Partners L.P., UBS Securities LLC and Wachovia Bank, National Association, as Co-Documentation Agents and Deutsche Bank Trust Company Americas, as Administrative Agent (the "Administrative Agent"), dated as of December 13, 2005 (as amended, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Each of Holdings and the Borrower and each of the other Guarantors (collectively, the "RHD Parties") hereby further agree to consummate, and to cause each of their direct and indirect subsidiaries (the RHD Parties, together with their direct and indirect subsidiaries, "Debtors")<sup>1</sup> to consummate, a financial restructuring through a plan of reorganization (the "Plan") that effectuates the terms of the restructuring term sheet attached hereto as Exhibit A (the "Term Sheet") and the term sheets annexed to the Other Support Agreements (the "Other Term Sheets"), the requisite acceptances of which may be solicited after commencement of reorganization cases of the Debtors (the "Chapter 11 Cases") by filing voluntary petitions (collectively, the "Petitions") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and the approval of a disclosure statement in the Chapter 11 Cases (the "Disclosure Statement") and to use their commercially reasonable efforts to have such Plan confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the Bankruptcy Court (the federal and local rules being, the "Bankruptcy Rules").

Pursuant to this letter agreement, which, for the avoidance of doubt, shall include all exhibits annexed hereto (this "Support Agreement"), until the Termination Date (as defined below), each of the Debtors and each of the undersigned Lenders, as parties to the Credit Agreement, hereby approve and agree to: (a) support and consummate the transactions contemplated by the Term Sheet; and (b) support and agree to the Plan.

Subject to Sections 1125 and 1126 of the Bankruptcy Code (if and to the extent applicable), and so long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, each Lender

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<sup>1</sup> The Debtors shall include each of the entities included in the list annexed hereto as Exhibit B.

hereby acknowledges, consents to, and agrees to the proposed treatment of its respective allowed RHD Claims (as defined below) in the Debtors' Chapter 11 Cases as set forth in the Term Sheet.

In furtherance of the foregoing, each of the parties to this Support Agreement (collectively, the "Parties") hereby agrees to negotiate in good faith an amendment and restatement of the Credit Agreement (or, if applicable and in accordance with the Term Sheet, a new credit agreement) to be entered into as of the Effective Date (as defined below) of the Plan among, inter alia, the Parties and the Administrative Agent, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet (the "Amended and Restated Credit Agreement"), and such other definitive documentation as is necessary to consummate the transactions contemplated by the Term Sheet, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet and reasonably acceptable to the Administrative Agent. The Parties acknowledge that the Term Sheet does not contain all terms and detail that would be contained in the definitive documentation, and that such additional terms shall be subject to mutual agreement. None of the RHD Parties shall alter, or cause to be altered, the economic terms or any other material term of the Term Sheet or the transactions contemplated thereby in a manner that is adverse to the Lenders except in accordance with the terms hereof.

Until the Termination Date (as defined below), the undersigned Lenders hereby agree to refrain from: (a) proposing or supporting any chapter 11 plan in the Chapter 11 Cases other than the Plan; and/or (b) objecting to the Plan or taking any action directly or indirectly inconsistent with the terms and conditions of this Support Agreement or the Term Sheet or that would unreasonably delay confirmation or consummation of the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that it shall, when solicited by any of the Debtors pursuant to Sections 1125 and 1126 of the Bankruptcy Code, timely vote, and cause its affiliates and funds (solely to the extent such Lender controls such affiliate or fund) to timely vote, as appropriate, to accept the Plan, and to the extent such election is available, shall not elect on its ballot to preserve any claims that may be affected by any usual and customary releases provided for under the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof (i) to recommend and support confirmation of the Plan and (ii) to permit disclosure, including the contents thereof and parties thereto, of this Support Agreement in any press release, Disclosure Statement and Plan Documents (as defined below) and any other filings by the Debtors with the Bankruptcy Court or the Securities and Exchange Commission to the extent the terms of all Other Support Agreements (as defined below) are or have been previously similarly disclosed or as otherwise required by law or regulation. In addition, each Lender agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that they shall not: (a) object to the Plan or Disclosure Statement or consummation of the Term Sheet or Plan or any efforts to obtain acceptance of, and to confirm and implement the Plan, or otherwise commence any proceeding to oppose any action or any of the documents needed to effectuate the Plan, including, but not limited to, any documents or agreements that are ancillary to or filed or implemented in connection with the Plan or the Disclosure Statement (collectively, the "Plan Documents"); (b) vote for, consent to, support or participate in the formulation of any other restructuring or settlement of any claims against the Debtors, any other transaction involving any Debtor, any of their assets or any of their stock, or any plan of reorganization (with the sole exception of the

Plan) or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of any of the Debtors; (c) directly or indirectly seek, solicit, support, formulate, entertain, encourage or engage in any inquiries, or discussions, or enter into any agreements relating to, any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, transaction, sale, disposition or restructuring of any of the Debtors (or any of its assets or stock) other than the Plan or as otherwise set forth in the Term Sheet; (d) take any action, directly or indirectly, including but not limited to initiating any legal proceedings, that is inconsistent with, or that would delay, prevent, frustrate or impede the approval, confirmation or consummation of, the Disclosure Statement or the Plan or the transactions outlined therein or in the Term Sheet or take any other action that is barred by this Agreement; or (e) solicit, encourage, or direct any other entity to do any of the foregoing set forth in (a), (b), (c) or (d) of this paragraph.

Each Lender further agrees that it shall not at any time, and shall cause its affiliates and funds not to (solely to the extent such Lender controls such affiliate or fund), withdraw or revoke any properly solicited vote to accept the Plan unless (i) the Plan is modified in a manner inconsistent with the Term Sheet or this Support Agreement and such modification is adverse to such Lender without such Lender's prior written consent or (ii) this Support Agreement is terminated in accordance with its terms.

The occurrence of any of the following shall be a "Termination Event": (a) 11:59 p.m. (New York City time), May 28, 2009, if the Petitions for the Debtors shall not have been filed on or before such time; (b) the consummation of the transactions contemplated by the Term Sheet and the effectiveness of the Amended and Restated Credit Agreement in accordance with its terms (which, if the transactions contemplated by the Term Sheet are effected by means of the Plan, shall be the date on which the Plan becomes effective); (c) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise restricting, preventing or prohibiting the consummation of the transactions contemplated in the Term Sheet or the Amended and Restated Credit Agreement in a way that cannot be reasonably remedied by the Debtors; (d) upon the occurrence of any material breach of this Support Agreement by any of the Debtors, on the one hand, or any Lender, on the other hand (subject to the limitation below); (e) fifteen (15) business days after the filing of any Petition, unless the Bankruptcy Court enters an interim order under 11 U.S.C. §§ 105, 361, 362, 363 and 552 and Bankruptcy Rules 2002, 4001 and 9014 authorizing the Debtors to use cash collateral and granting adequate protection to the Lenders in form and substance reasonably satisfactory to the Administrative Agent (a "Cash Collateral Order"); (f) forty (40) days (or such additional period as agreed to by the Administrative Agent and the Debtors) after the filing of any Petition, unless the Bankruptcy Court enters a final Cash Collateral Order in form and substance satisfactory to the Administrative Agent; provided that a final Cash Collateral Order substantially consistent with the interim Cash Collateral Order shall be deemed to be acceptable to the Administrative Agent; provided further that the preceding proviso shall not limit any relief in the final Cash Collateral Order as entered by the Bankruptcy Court that is customarily considered in connection with such an order; (g) ten (10) business days after the occurrence of a "Termination Event" under any Cash Collateral Order related to any event other than an event set forth explicitly herein, unless the Bankruptcy Court enters on or before the expiration of such ten (10) day period an amendment to or new Cash Collateral Order, which (in each case) shall be in form and substance reasonably satisfactory to the Administrative Agent; (h) any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, a responsible officer, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases; (i) a filing by any Debtor of

any motion or application or adversary proceeding (or the joinder by the Debtors in, or support by the Debtors of, any such action commenced by any other party) challenging the validity, enforceability, perfection or priority of the liens securing the Obligations under the Credit Agreement or any other cause of action against and/or with respect to the Obligations, the prepetition liens securing such Obligations, the Administrative Agent or any of the Lenders; (j) the Debtors withdraw the Plan, publicly announce their intention not to support the Plan or file any plan of reorganization and/or disclosure statement that is adverse to the Lenders under the Term Sheet; (k) any amendment, supplement or modification of any Other Term Sheet that is adverse to the Lenders without the prior written consent of the Administrative Agent; (l) 11:59 p.m. (New York City time), August 31, 2009, unless the Debtors have filed the Plan and the accompanying Disclosure Statement with the Bankruptcy Court by such time; (m) 11:59 p.m. (New York City time), October 31, 2009, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, approving the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code by such time; (n) 11:59 p.m. (New York City time), January 15, 2010, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, confirming the Plan by such date; (o) 11:59 p.m. (New York City time), January 31, 2010, unless the Debtors have substantially consummated the Plan pursuant to its terms, including, for the avoidance of doubt, the closing of the Amended and Restated Credit Agreement; (p) the termination of any Other Support Agreement in accordance with its terms; and (q) a filing by any Debtor of any motion or application or adversary proceeding (or support by the Debtors of any such action commenced by any other party) that seeks to prime the liens securing the Obligations under the Credit Agreement; provided however, that with respect to subsections (a), (e), (f), (g), (l), (m), (n) and (o) above, the Termination Date may be extended for a maximum period of 45 days in the sole discretion of the Administrative Agent (such extension period commencing from the date that would have been the Termination Date but for the granting of such extension). Each of the Parties hereby agrees to use its respective commercially reasonable efforts to cause the transactions contemplated by the Term Sheet to be consummated as soon as practicable after the date hereof, and shall not take any action to hinder the bankruptcy process.

Unless extended in accordance with the last proviso of the preceding paragraph, upon the occurrence of a Termination Event under (i) subsections (b), (c), (e), (f), (g), (h), (p) and (q) in the immediately preceding paragraph, this Support Agreement shall automatically terminate without further action; and (ii) subsections (a), (d), (i), (j), (k), (l), (m), (n) and (o) in the immediately preceding paragraph, seven business days after the Administrative Agent (on behalf of the Lenders) or Holdings, as applicable, shall have given written notice of such breach to the breaching party and such breach shall not have been cured during such seven business days after receipt of such notice (or otherwise waived in writing by Holdings or a majority of Lenders, as applicable), this Support Agreement shall terminate (the date of termination under clause (i) or (ii) hereof being the "Termination Date"). For the avoidance of doubt, the automatic stay arising pursuant to Section 362 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed waived or modified for purposes of providing notice hereunder.

Notwithstanding anything to the contrary in this Support Agreement, if any Lender shall breach its obligations pursuant to this Support Agreement, the Termination Date arising as a result of such act or omission shall apply only to such Lender and this Support Agreement shall otherwise remain in force and effect with respect to the RHD Parties and all such remaining Lenders.

Notwithstanding anything to the contrary in this Support Agreement, the Term Sheet or any other documents executed in connection therewith, each of the Debtors, as

applicable, expressly reserves the right to cure and reinstate the RHD Claims (as defined below) against the RHD Parties under Section 1124 of the Bankruptcy Code, and each of the Administrative Agent and the Lenders expressly reserve the right to contest, litigate and oppose such relief, in the event that either (i) Lenders holding in excess of two thirds (2/3) in amount and one half (1/2) in number of such claims (a) do not execute this Support Agreement or (b) to the extent that the votes of such Lenders are solicited by any of the Debtors following approval of the Disclosure Statement, do not vote to approve the Plan, or (ii) there is any Termination Date under this Support Agreement.

Holdings and the Borrower and each of the other Guarantors agree that all lock-up agreements, plan support agreements or similar arrangements agreed to by Holdings, the Borrower and each of the other Guarantors or any or all of its direct and indirect subsidiaries with respect to the: (i)(a) Credit Agreement, dated as of October 24, 2007, among Dex Media, Inc. ("DMI"), Dex Media East, Inc., Dex Media East LLC (as borrower), the lenders from time to time party thereto and JPMorgan Chase Bank, N.A. (as administrative agent) and (i)(b) Credit Agreement, dated as of June 6, 2008, among DMI, Dex Media West, Inc., Dex Media West LLC (as borrower), the lenders from time to time party thereto and JPMorgan Chase Bank, N.A. (as administrative agent) ((i)(a) and (i)(b) collectively, the "Bank Support Agreements") shall be, in all material respects, on the same terms and conditions as this Support Agreement or otherwise in form and substance reasonably satisfactory to the Administrative Agent; and (ii) current holders of public bonds issued by any of the Debtors (the "Bond Support Agreement", and together with the Bank Support Agreements, the "Other Support Agreements") shall not contain terms inconsistent with the treatment of the Lenders under the Term Sheet, as reasonably determined by the Administrative Agent. Copies of the Other Support Agreements, including the Other Term Sheets, are annexed hereto as Exhibit C.

The obligations of each of the Parties and the effectiveness hereof are subject to satisfaction of each of the following conditions: (a) execution and delivery of signature pages for this Support Agreement by each of the Parties; (b) receipt by the Administrative Agent of executed copies of the Other Support Agreements, and each Other Support Agreement shall have become (or substantially simultaneously herewith shall become) effective by its terms (provided, however, that the condition in this clause (b) may be waived by the Administrative Agent and the Company); (c) the receipt by Holdings of written confirmation of the execution of this Support Agreement by Lenders holding at least two thirds (2/3) in principal amount and one half (1/2) in number of claims under or in connection with the Credit Agreement; (d) payment by Borrower to the Administrative Agent, (i) for the benefit of the Lenders who have executed and delivered to the Administrative Agent counterparts of this Support Agreement as of 5:00 p.m. (New York City time) on May 27, 2009 (as such date may be extended by agreement of the Administrative Agent and the Borrower), of consent fees as set forth in Addendum I of the Term Sheet, and (ii) for the benefit of all Lenders, the Initial Prepayment (as defined in the Term Sheet) to be applied in accordance with clause (n) of the "Conditions Precedent to Closing" section of the Term Sheet, and (e) receipt by counsel and the financial consultant to Deutsche Bank Trust Company Americas (and affiliates, as applicable) of all outstanding fees and expenses through the date hereof and a single \$250,000 retainer (which is not evergreen in nature) for each of Simpson Thacher & Bartlett LLP, Bingham McCutchen LLP and FTI Consulting, which, to the extent not applied to fees and expenses prior to the Petition Date, shall be applied to fees and expenses incurred by such advisors and payable in accordance with any applicable Cash Collateral Order entered by the Bankruptcy Court.

Each Party severally, and not jointly, represents to each other Party that, as of the date of this Support Agreement, such Party has, and at all times thereafter until the Termination

Date will have, all requisite corporate, partnership, or limited liability company power and authority to enter into this Support Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Support Agreement and that this Support Agreement is the legally valid and binding obligation of it, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws limiting creditors' rights generally or by equitable principles relating to enforceability or ruling of the Bankruptcy Court. The RHD Parties each represent that none of the material and information (other than projections which are covered exclusively by the following sentence) provided by or on behalf of the Debtors to the Administrative Agent and the Lenders in connection with the restructuring contemplated in the Term Sheet and the Other Term Sheets, when read or considered collectively, together with all information filed by any of the RHD Parties with the Securities and Exchange Commission, contains any untrue statement of a material fact or omits to state a material fact necessary in order to prevent the statements made therein from being materially misleading. With regard to any projections provided to the Lenders by the Debtors or their agents, all financial projections that have been or will be prepared by or on behalf of the RHD Parties and made available to the Lenders have been or will be prepared in good faith based upon the RHD Parties' reasonable assumptions (which assumptions may not prove to be correct). Each Lender represents to each of the other Parties that it is the legal owner of, and has the full power to vote and dispose of, the RHD Claims (as defined below), in the total amount provided on the signature page attached hereto, free and clear of all liens, encumbrances or adverse claims.

It is understood and agreed by each of the Parties that any breach of this Support Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the Parties agree that, in addition to any other remedies, each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief for any such breach, provided, however, that each of the Parties agrees to waive any requirement for the securing or posting of a bond in connection with such a remedy. The RHD Parties hereby agree that for so long as the Administrative Agent and the undersigned Lenders have not taken any action to prejudice the enforceability of this Support Agreement (including without limitation, alleging in any pleading that this Support Agreement is unenforceable), and have taken such actions as are reasonably required or desirable for the enforcement hereof, then the Administrative Agent and the undersigned Lenders shall have no liability for damages hereunder in the event a court determines that this Support Agreement is not enforceable. Notwithstanding the terms of this paragraph, in no event shall any Debtor, the Administrative Agent or the undersigned Lenders be liable for any special, indirect, incidental, punitive or consequential damages of any kind or nature whatsoever.

Each Lender hereby agrees, for so long as this Support Agreement shall remain in effect as to it, not to, and not to enter into any contract or agreement to, sell, assign, transfer, hypothecate or otherwise dispose of any claim (as defined in Section 101 of the Bankruptcy Code) arising under the Loan Documents and the Specified Hedge Agreements to which such Lender may be a party to, against any of the Debtors (the "RHD Claims") unless the transferee thereof (a) agrees in writing to assume and be bound by this Support Agreement and the confidentiality provisions of the Credit Agreement, and (b) delivers such writing to the Administrative Agent and Holdings within two business days after the relevant transfer. The RHD Parties shall acknowledge such transfer in writing within two business days and provide a copy of such acknowledgement to the Administrative Agent. By providing such writing, the RHD Parties shall be deemed to have acknowledged their obligations to such transferee. Thereafter, such transferee shall be deemed to be a Lender for purposes of this Support Agreement. Any sale, transfer or assignment of any RHD Claim that does not comply with the

procedure set forth in this paragraph shall be deemed void *ab initio*. Unless expressly stated herein, this Support Agreement shall be solely for the benefit of the Debtors, the Lenders and the Administrative Agent and no other person or entity shall be a third party beneficiary of this Support Agreement.

This Support Agreement shall in no way be construed to preclude any Lender from acquiring additional RHD Claims; provided that any such RHD Claims shall automatically be deemed to be subject to the terms of this Support Agreement.

Notwithstanding anything to the contrary herein, nothing in this Support Agreement shall require any of the Parties or any other Debtor or any of their respective directors or officers (in such person's capacity as a director or officer) to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such person's fiduciary obligations under applicable law.

This Support Agreement, including exhibits, constitutes the entire agreement of the Parties with respect to the subject matter of this Support Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Support Agreement; provided, however, that any confidentiality agreement executed by any Party hereto shall survive this Support Agreement and shall continue in full force and effect, subject to the terms thereof, irrespective of the terms hereof.

This Support Agreement and the Term Sheet are part of a proposed settlement of disputes among the Lenders, the Administrative Agent and the Debtors. Except as expressly provided in this Support Agreement, and subject to the terms of any Cash Collateral Order approved by the Bankruptcy Court, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of any of the RHD Parties, the Lenders or the Administrative Agent to protect and preserve its rights, remedies and interests, including, but not limited to, all of their rights and remedies under the Credit Agreement or any applicable Cash Collateral Order, including any such rights and remedies relating to Defaults or other events that may have occurred prior to or after the execution of this Support Agreement, any and all of its claims and causes of action against any of the Debtors or any other third parties, any liens or security interests it may have in any assets of any of the Debtors or any third parties, or its full participation in the Chapter 11 Cases. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Support Agreement or otherwise set forth in the Term Sheet are not consummated as provided herein, if a Termination Date occurs, or if this Support Agreement is otherwise terminated for any reason, the RHD Parties, the Lenders or the Administrative Agent each fully reserve any and all of their respective rights, remedies and interests under the Loan Documents, applicable law and in equity. Nothing herein shall be deemed to be an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Support Agreement.

This Support Agreement and the Term Sheet and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective representatives. This Support Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan or any plan of reorganization for the purposes of Sections 1125 and 1126 of the Bankruptcy Code or otherwise. The Debtors will not solicit acceptances of the Plan from any Lender until such Lender has been provided with copies of a Disclosure Statement approved by the Bankruptcy Court.

Each of the Parties to this Support Agreement acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Support Agreement and the transactions contemplated by this Support Agreement. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Support Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Each Lender hereby confirms that its decision to execute this Support Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the RHD Parties. It is hereby acknowledged by the Parties that no consideration shall be due or paid to the Lenders in exchange for their support of the Plan, in accordance with the terms and conditions of this Support Agreement, other than the obligations imposed upon the Parties pursuant to the terms of this Support Agreement.

Except as set forth in this Support Agreement, this Support Agreement and the Term Sheet may only be modified, amended or supplemented by an agreement in writing signed by Holdings, the Borrower and the Lenders party hereto holding at such time a majority in aggregate principal amount of the Loans; provided, however, that if the modification or amendment at issue adversely impacts the economic treatment or rights of any Lender differently than other Lenders, the agreement in writing of such Lender whose economic treatment or rights are adversely impacted in a different manner than other Lenders shall also be required for such modification or amendment to be effective.

This Support Agreement is intended to bind the Parties and inure to the benefit of the Lenders and the Debtors and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this paragraph shall be deemed to permit any transfer, or tender, vote or consent, of any claims other than in accordance with the terms of this Support Agreement.

This Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Support Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when: (a) delivered personally or by overnight courier to the following address of the other Party hereto; or (b) sent by fax to the following fax number of the other Party hereto with the confirmatory copy delivered by overnight courier to the address of such Party listed below.

If to Holdings, to:

R.H. Donnelley Corporation  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel



Fax No.: (919) 297-1518

If to the Borrower or Guarantors, to:

R.H. Donnelley, Inc.  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel  
Fax No.: (919) 297-1518

If to any Lender, the address set forth on its signature page.

If to the Administrative Agent, to:

Deutsche Bank Trust Company Americas  
60 Wall Street  
New York New York 10005  
Attn: Susan L. LeFevre  
Fax No.: (212) 797-5692

with a copy to

Bingham McCutchen LLP  
399 Park Avenue  
New York, NY 10022  
Attn: Robert M. Dombroff, Esq.  
Amy L. Kyle, Esq.  
Fax No. : (212) 752-5378

The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties, whether sounding in contract, tort or otherwise. This Support Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law provision which would require the application of the law of any other jurisdiction. By its execution and delivery of this Support Agreement, each Party hereby irrevocably and unconditionally agrees for itself that, subject to the following sentence, any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Support Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in any state or federal court of competent jurisdiction in New York County, State of New York, and by execution and delivery of this Support Agreement, each of the Parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceedings. Notwithstanding the foregoing, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction of all matters arising out of or in connection with this Support Agreement.

[SIGNATURE PAGES FOLLOW]

Please sign in the space provided below to indicate your agreement and consent to the terms hereof.

Very truly yours,

R.H. DONNELLEY CORPORATION

By: 

Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

R.H. DONNELLEY, INC.

By: 

Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

R.H. DONNELLEY APIL, INC.

By: 

Name: MARK W. BLANIK  
Title: SRP & General Counsel

R.H. DONNELLEY PUBLISHING &  
ADVERTISING, INC.

By: 

Name: MARK W. BLANIK  
Title: SRP & General Counsel

GET DIGITAL SMART.COM, INC.

By: 

Name: MARK W. BLANIK  
Title: SRP & General Counsel

R.H. DONNELLEY PUBLISHING &  
ADVERTISING OF ILLINOIS  
PARTNERSHIP

By: 

Name: MARK W. BLANIK  
Title: SRP & Assist. CORP SLLY.

DONTECH II PARTNERSHIP

By: 

Name: MARK W. BLANIK  
Title: SRP & General Counsel

DONTECH HOLDINGS, LLC

By: 

Name: MARK W. BLANK  
Title: SVP & ASSIST. CORP. SECY.

R.H. DONNELLEY PUBLISHING &  
ADVERTISING OF ILLINOIS HOLDINGS,  
LLC

By: 

Name: MARK W. BLANK  
Title: SVP & ASSIST. CORP. SECY.

INTENTIONALLY DELETED

**EXHIBIT A**

**TERM SHEET**

[See attached.]

**EXHIBIT A**

THIS TERM SHEET REPRESENTS AN OUTLINE OF THE POSSIBLE BASIS ON WHICH THE LENDERS MAY RESTRUCTURE AND/OR AMEND THE CREDIT FACILITY DESCRIBED BELOW. IT IS FOR DISCUSSION PURPOSES ONLY, AND DOES NOT CONSTITUTE AN OFFER, AGREEMENT OR COMMITMENT TO LEND. IT IS NOT EXHAUSTIVE AS TO ALL TERMS AND CONDITIONS WHICH WOULD GOVERN THE PROPOSED RESTRUCTURING. THE ACTUAL TERMS AND CONDITIONS UPON WHICH THE LENDERS MIGHT RESTRUCTURE AND/OR AMEND THE CREDIT FACILITY ARE SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, INDIVIDUAL LENDER INTERNAL CREDIT APPROVALS, SATISFACTORY DOCUMENTATION AND SUCH OTHER TERMS AND CONDITIONS AS ARE DETERMINED BY THE LENDERS.

**SUMMARY OF TERMS AND CONDITIONS  
OF PROPOSED RESTRUCTURING OF  
R.H. DONNELLEY INC. CREDIT FACILITY**

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- BORROWER:** R.H. Donnelley Inc., a Delaware corporation ("*Borrower*").
- GUARANTORS:** (i) R.H. Donnelley Corporation, a Delaware corporation ("*Holdings*"), (ii) each subsidiary of the Borrower (other than any Foreign Subsidiary), (iii) Business.com Inc. ("*BDC*"), RHD Service LLC ("*RHD Service*") and Dex Media Inc. ("*Dex Media*") and (iv) future subsidiaries of Holdings acquired or formed after the Closing Date as set forth in Addendum II (the "*Newcos*") (the "*Guarantors*" and such Guarantors (except for Holdings and Newcos) together with the Borrower, the "*Loan Parties*").
- BDC, RHD Service and the Newcos shall join as Guarantors under the terms set forth on Addendum II attached hereto.
- ADMINISTRATIVE AGENT:** Deutsche Bank Trust Company Americas (the "*Administrative Agent*").
- COLLATERAL AGENT:** Deutsche Bank Trust Company Americas (the "*Collateral Agent*").
- SYNDICATION AGENT:** JPMorgan Chase Bank, N.A. (the "*Syndication Agent*", together with the Collateral Agent and the Administrative Agent, the "*Agents*").
- LENDERS:** The lenders under the Existing Credit Facility (the "*Lenders*").
- CREDIT FACILITY:** The credit facility under the Second Amended and Restated Credit Agreement, dated as of December 13, 2005 (as amended, the "*Existing Credit Facility*") shall be subject to a pro rata prepayment of the Term Loans, revolving credit loans and Swap Payments (as defined below) in

an aggregate amount equal to the Prepayment Amount<sup>1</sup> (the “*Prepayment*”), a conversion of the remaining outstanding amounts on the revolving credit to a Tranche D-3 Term Loan, and the termination of the revolving credit facility. Tranche D-1 Term Loans, Tranche D-2 Term Loans and Tranche D-3 Term Loans are collectively referred to as the “*Term Loans*”. The net termination payments (the “*Swap Payments*”) owing under any interest rate swaps shall, except as may be required by applicable law, be treated the same as the Term Loans for purposes of scheduled amortization (from and after the Closing Date), interest, prepayments and guarantee and collateral requirements. Capitalized terms used and not otherwise defined herein shall have meanings set forth in the Existing Credit Facility or the agreement to which this Exhibit is attached (the “*Support Agreement*”).

**CLOSING DATE:**

Upon the execution of definitive documentation and satisfaction of all conditions to effectiveness thereof, to occur on or before January 31, 2010 (the “*Closing Date*”); and all references to the Closing Date in the Existing Credit Facility shall be amended in the Credit Facility to refer to such new Closing Date; and all representations and warranties, covenants and events of default shall be reset and effective as of the Closing Date.

**INTEREST RATES:**

As set forth in Addendum I.

**MATURITY:**

October 24, 2014.

**SCHEDULED AMORTIZATION:**

The Term Loans shall amortize in aggregate quarterly installments as follows, to be applied pro rata across the Term Loans.<sup>2</sup>

Fiscal Year	Amortization Amount
2010	\$50,000,000
2011	\$50,000,000
2012	\$60,000,000
2013	\$70,000,000
2014	\$70,000,000

**MANDATORY PREPAYMENTS:**

Mandatory prepayments must be made:

<sup>1</sup> The “Prepayment Amount” shall mean an amount equal to: (a) the sum of (i) cash on hand as of March 31, 2009, plus (ii) cash flow expected to be generated through the restructuring period, plus (iii) cash repayment in full of Borrower’s loan to RHD Services LLC, minus (b) minimum cash balance required for working capital needs (to be equal to or greater than \$40,000,000 as agreed by the Borrower and the Lenders), minus (c) projected federal tax cash payment obligations for the 12 months subsequent to the prepayment, minus (d) scheduled amortization payments paid during pendency of Chapter 11 Cases, minus (e) the Initial Prepayment.

<sup>2</sup> Assumes January 2010 Closing Date. To the extent the Closing Date occurs prior to January 1, 2010, this schedule will be modified accordingly in a mutually agreeable manner.



- (a) if any Indebtedness (other than Excluded Indebtedness) is incurred by the Borrower or its Subsidiaries (collectively, "**Group Members**"), in the amount of 100% of Net Cash Proceeds;
- (b) if any Capital Stock is issued or sold by any Group Member (other than issuances of Capital Stock to Holdings or to any Group Member), in an amount equal to 100% of Net Cash Proceeds;
- (c) if any Capital Stock is issued or sold by Holdings (other than issuances of Capital Stock used to fund investments in Guarantors that are not Subsidiaries of the Borrower the proceeds of which are used to fund capital expenditures or other investments in operating assets or to fund the purchase price of any newly acquired Guarantor or to refinance the Restructuring Notes or Additional Notes) and only to the extent necessary to bring the consolidated leverage ratio of Holdings and its subsidiaries on a pro forma basis after giving effect to such prepayments to less than 3.25x, in an amount equal to 50% of the net cash proceeds of such issuances (subject to sharing with lenders under the Dex credit facilities to be agreed);
- (d) in an amount equal to 100% of Net Cash Proceeds received by any Group Member from any Asset Sale or Recovery Event relating to any assets of any Group Member, unless a Reinvestment Notice is delivered in respect thereof (so long as on each Reinvestment Prepayment Date the Reinvestment Prepayment Amount is applied toward prepayment and such reinvestments do not exceed an amount to be agreed); mandatory prepayments with respect to Holdings, BDC, RHD Service, Dex Media and the Newcos shall be as set forth in Addendum II and the sharing of any such proceeds with the Dex Media West LLC and Dex Media East LLC lenders shall be pursuant to a satisfactory intercreditor agreement; and
- (e) commencing with the 2010 fiscal year, 60% (subject to reduction to 50% to the extent the Consolidated Leverage Ratio is less than 2.5x) of any Excess Cash Flow<sup>3</sup> minus voluntary prepayments of the Loans made during such fiscal year.

Mandatory prepayments shall be applied to prepay, first, Base Rate Loans and second, Eurodollar Loans.

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<sup>3</sup> Definition of "Excess Cash Flow" to be determined, but to be based solely on the cash flow of the Group Members and calculated after distributions to pay permitted interest payments on Holdings' Subordinated Notes up to the Holdco Annual Cash Interest Amount per year.

Each prepayment of the Term Loans shall be made pro rata according to the respective outstanding amounts of the Term Loans and applied pro rata to the remaining installments.

**SECURITY:**

The Obligations under the Credit Facility are secured by a grant by the Borrower and certain of the Guarantors<sup>4</sup> (collectively, the "Grantors") to the Collateral Agent (for the benefit of the Lenders) of a first priority perfected security interest and continuing lien in all of the following (subject to customary exceptions to be agreed):

- (a) All of the present and future assets of each Grantor as specified in the Security Agreement (including, without limitation, accounts, chattel paper, contracts, deposit accounts, documents, equipment, general intangibles, instruments, intellectual property, inventory, investment property, and letter of credit rights, other personal property, and books and records pertaining to the above, wherever located, now or hereafter owned).
- (b) Investment Property, including a pledge of stock, promissory notes, and all Intercompany Notes issued to any Grantor (including a pledge by Holdings of its stock in BDC, RHD Service, Dex Media and any Newco).
- (c) All proceeds and products of the property and assets described in clauses (a) and (b) above (clauses (a), (b) and (c) collectively, the "*Collateral*").

RHD Service and Dex Media shall join as joint and several Grantors and RHD Service, Dex Media and Holdings shall grant a corresponding first priority security interest and continuing lien in their respective assets. Additionally each Guarantor shall pledge the capital stock and other equity interests in all of its subsidiaries.

The sharing of the collateral granted by Holdings (except in respect of the stock of the Borrower, which is pledged only to the Lenders under the Credit Facility), RHD Service, BDC and the Newcos shall be subject to an intercreditor agreement satisfactory to the lenders.

**CONDITIONS PRECEDENT  
TO CLOSING:**

The Closing of the restructuring will be subject to satisfaction of the conditions precedent deemed appropriate by the Administrative Agent and the Lenders including, but not limited to, the following:

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<sup>4</sup> The Grantors (which, except for the Borrower, are also the Guarantors under the Credit Facility) are Holdings, the Borrower, R.H. Donnelley Apil, Inc., R.H. Donnelley Publishing & Advertising, Inc., Get Digital Smart.com, Inc., R.H. Donnelley Publishing & Advertising of Illinois Partnership, Dontech II Partnership, Dontech Holdings, LLC, R.H. Donnelley Publishing & Advertising of Illinois Holdings, LLC, and any other party that executes an Assumption Agreement to the Second Amended and Restated Guarantee and Collateral Agreement.

- (a) The negotiation, execution and delivery of definitive documentation (including, without limitation, satisfactory legal opinions, including without limitation, all relevant local opinions in connection with security, such corporate resolutions, certificates (including, without limitation, a certification on the Closing Date of pro forma compliance with financial covenants through the term of the Credit Facility) and other documents as the Administrative Agent shall require, and other customary closing documents) satisfactory to the Administrative Agent and the Lenders.
- (b) The Lenders shall have received satisfactory evidence that the Administrative Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the loan documentation) mortgage, lien and security interest in the existing and additional collateral of all Grantors referred to under the section "**Security**" set forth above to secure the obligations referred to in such section.
- (c) There shall not have occurred a material adverse change in the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of Holdings and the Loan Parties, taken as a whole, since March 31, 2009 (other than disclosed events leading up to the commencement of the Chapter 11 Cases, the continuation of the Chapter 11 Cases and the consequences that would normally result therefrom).
- (d) The absence of any action, suit, investigation or proceeding pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to (x) have a material adverse effect on the business, assets, properties, liabilities (actual and contingent), operations or condition (financial or otherwise) of Holdings and the Loan Parties and their subsidiaries, taken as a whole, (y) adversely affect the ability of Holdings or any Loan Party to perform its obligations under the loan documentation or (z) adversely affect the rights and remedies of the Administrative Agent or the Lenders under the loan documentation (collectively, a "**Material Adverse Effect**").
- (e) The Administrative Agent shall have received satisfactory evidence of the conversion to equity and not more than \$300,000,000 in principal amount of unsecured subordinated notes having an annual cash-pay interest rate of not more than 12%, and of satisfactory amendments to all other credit facilities to which Holdings or its subsidiaries are parties (including, without limitation, satisfactory amendments of the credit facilities with Dex West LLC and Dex East LLC).

- (f) The Borrower shall have prepaid the revolving credit and Term Loans under the existing credit facility in an aggregate amount equal to at least the Prepayment Amount.
- (g) The Borrower shall have received the repayment in full of its loan (in the sum of \$50,000,000) to RHD Service made on or about March 19, 2009, and such repayment shall have been deposited in a deposit account in which the Collateral Agent (for the benefit of the Lenders) has a perfected security interest and be applied as part of the prepayment of the revolving credit and Term Loans under the existing credit facility.
- (h) The Borrower shall have entered into Control Agreements with respect to each Account (defined below).
- (i) The Administrative Agent shall have received, for the account of itself and the Lenders, the fees and expenses payable in connection with the restructuring (see Addendum I).
- (j) Holdings and its subsidiaries as debtors and debtors in possession shall have filed cases under Chapter 11 of the Bankruptcy Code (the "*Chapter 11 Cases*") in the United States Bankruptcy Court for the District of Delaware.
- (k) The Borrower's plan of reorganization under the Bankruptcy Code, which shall authorize treatment of the Lenders on terms no less favorable to the Lenders than those set forth in this term sheet (the "*Plan*"), shall have been confirmed by the Bankruptcy Court pursuant to a Confirmation Order on terms and conditions reasonably satisfactory to the Administrative Agent (the "*Confirmation Order*"). The Confirmation Order shall not be subject to a stay and, unless otherwise agreed to by the Administrative Agent, (i) at least 10 days shall have passed since the entry of the Confirmation Order and (ii) no appeal shall have been lodged to the Confirmation Order that in the opinion of the Administrative Agent might adversely affect any of the Term Loans, impair in any material respect the post-effectiveness of the Plan or impair in any material respect the financial condition, business or prospects of Holdings or any of the Loan Parties. All conditions precedent to the effectiveness of the Plan shall have been satisfied or shall be satisfied concurrently in the reasonable judgment of the Administrative Agent. Except as consented to by the Administrative Agent, the Bankruptcy Court's retention of jurisdiction under the Confirmation Order shall not govern the enforcement of the loan documentation for the Term Loans or any rights or remedies related thereto.
- (l) The Administrative Agent shall have received evidence of shared services agreements entered into among Holdings, RHD Service and Holdings' subsidiaries, in form and substance satisfactory to

the Administrative Agent and the requisite Lenders (including covenants limiting the activities and liabilities of RHD Service).

- (m) The Borrower shall have timely paid current scheduled amortization and interest (at the non-default rate) on the Loans and interest in respect of the Swap Payments during the pendency of the Chapter 11 Cases.
- (n) Substantially concurrently with the effectiveness of the Support Agreement, the Borrower shall have made a prepayment of the Loans in an amount equal to the Initial Prepayment Amount<sup>5</sup> (the "**Initial Prepayment**"), which shall be applied ratably to the Revolving Loans and Term Loans.
- (o) Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct on and as of the Closing Date (except in the case of representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date) and no Default or Event of Default under the new Credit Facility shall have occurred and be continuing.

**REPRESENTATIONS AND WARRANTIES:**

Same representations and warranties as set forth in the existing Credit Facility, except for amendments to incorporate RHD Service.

**FINANCIAL COVENANTS:**

As of the Closing Date, Borrower and its Subsidiaries shall not:

- (a) Consolidated Leverage Ratio: Permit Borrower's Consolidated Leverage Ratio at the end of any fiscal quarter to exceed the ratio set forth below opposite such relevant Test Period:

Test Period	Ratio
Fiscal quarter ending March 31, 2010	5.25x
Fiscal quarter ending June 30, 2010	5.25x
Fiscal quarter ending September 30, 2010	5.25x
Fiscal quarter ending December 31, 2010	5.25x
Fiscal quarter ending March 31, 2011	5.25x
Fiscal quarter ending June 30, 2011	5.25x
Fiscal quarter ending September 30, 2011	5.25x
Fiscal quarter ending December 31, 2011	5.25x
Fiscal quarter ending March 31, 2012	5.00x
Fiscal quarter ending June 30, 2012	5.00x
Fiscal quarter ending September 30, 2012	4.75x
Fiscal quarter ending December 31, 2012	4.75x
Fiscal quarter ending March 31, 2013	4.50x

<sup>5</sup> The "Initial Prepayment Amount" shall be equal to \$77,600,000 (based on the Credit Facility's share of \$200,000,000 aggregate paydown across the Credit Facility and the Dex credit facilities).

Test Period	Ratio
Fiscal quarter ending June 30, 2013	4.50x
Fiscal quarter ending September 30, 2013	4.25x
Fiscal quarter ending December 31, 2013	4.25x
Fiscal quarter ending March 31, 2014	4.00x
Fiscal quarter ending June 30, 2014	4.00x
Fiscal quarter ending September 30, 2014	4.00x

- (b) Consolidated Interest Coverage Ratio: Permit Borrower's Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower to be less than the ratio set forth below opposite such relevant Test Period:

Test Period	Ratio
Test period ending March 31, 2010	1.65x
Test period ending June 30, 2010	1.65x
Test period ending September 30, 2010	1.65x
Test period ending December 31, 2010	1.65x
Test period ending March 31, 2011	1.65x
Test period ending June 30, 2011	1.65x
Test period ending September 30, 2011	1.65x
Test period ending December 31, 2011	1.65x
Test period ending March 31, 2012	1.75x
Test period ending June 30, 2012	1.75x
Test period ending September 30, 2012	1.75x
Test period ending December 31, 2012	1.75x
Test period ending March 31, 2013	1.90x
Test period ending June 30, 2013	1.90x
Test period ending September 30, 2013	1.90x
Test period ending December 31, 2013	1.90x
Test period ending March 31, 2014	2.00x
Test period ending June 30, 2014	2.00x
Test period ending September 30, 2014	2.00x

**RESTRICTIVE COVENANTS:** Same types of restrictive covenants as set forth in the Existing Credit Facility, with conforming changes to address changes in the capital structure and as outlined herein, and the following changes:

- (a) *Indebtedness.* The Group Members shall not, and shall not permit any of their Subsidiaries to, incur Indebtedness, with the following exceptions: (i) Indebtedness already in existence after giving effect to the Confirmation Order; (ii) Intercompany Indebtedness among the Group Members; (iii) Indebtedness to finance the acquisition, construction or improvement of fixed or capital assets by Group Members secured by permitted liens (up to \$20,000,000); (iv) assumed debt in Permitted Acquisitions (up to \$10,000,000); (v) Permitted Hedge Agreements; (vi) Indebtedness in ordinary course of business in connection with deposit account services (not to exceed \$5,000,000); (vii)

Indebtedness in connection with surety, performance, appeal or similar bonds, completion guarantees or similar instruments (other than letters of credit) issued in ordinary course of business; (viii) Indebtedness related to overdrafts on accounts not to exceed \$5,000,000 for greater than 2 business days; (ix) guarantees of obligations of other Group Members; and (x) Additional Indebtedness by the Group Members not to exceed \$20,000,000.

- (b) *Liens.* The Group Members shall not, and shall not permit any of their Subsidiaries to, create, incur, assume or suffer to exist any Lien upon its property, with the following exceptions: (i) Liens for taxes that are not yet due and payable; (ii) warehousemen's and mechanics' liens; (iii) statutory or common law bankers' Liens; (iv) pledges or deposits in connection with workers' compensation and unemployment insurance; (v) bid and trade contract deposits; (vi) easements; (vii) Liens already in existence after giving effect to the Confirmation Order; (viii) Liens securing Indebtedness (up to \$20,000,000) to finance the acquisition, construction or improvement of fixed or capital assets (and limited to such assets); (ix) interest or title of a lessor under any lease entered into in the ordinary course of business; (x) liens on assets at the time of acquisition thereof or the time such Group Member became a Subsidiary; and (xi) judgment liens not giving rise to a Default and released within 30 days.
- (c) *Fundamental Changes.* The Group Members shall not, and shall not permit any of their Subsidiaries to, enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself, or Dispose of all or substantially all of its property or business with the following exceptions: (i) any Subsidiary of the Borrower may merge into any Group Member; (ii) any Subsidiary may Dispose of any or all of its assets to any Group Member; and (iii) any Subsidiary may merge or consolidate with any other Person to effect a permitted Disposition or Permitted Acquisition.
- (d) *Investments.* The Group Members shall not, and shall not permit any of their Subsidiaries to, make Investments, with the following exceptions: (i) extensions of trade credit in the ordinary course of business; (ii) cash and Permitted Investments; (iii) permitted Guarantee Obligations; (iv) intercompany Investments by any Group Member in the Borrower or any other Group Member; (v) loans and advances to employees of the Borrower or its Subsidiaries in the ordinary course of business (such loans not to exceed \$1,000,000); (vi) stock, obligations or other securities in settlement or good faith compromise for any plan of reorganization or bankruptcy; (vii) Investments by the Group Members not to exceed \$25,000,000 (subject to no default); (viii) Permitted Acquisitions by the Group Members not to exceed an amount to be agreed, in each case subject to no

default and pro forma compliance; (ix) Investments solely from Borrower's unutilized portion of Excess Cash Flow in BDC or other newly acquired or formed guarantors to fund capital expenditures or other investments in operating assets or to fund the purchase price of any newly acquired guarantor ("**Permitted Borrower Investments**"); and (x) investments in prepaid expenses and deposits in respect of workers' compensation in the ordinary course of business, not to exceed \$20,000,000.

- (e) *Disposition of Property.* The Group Members shall not, and shall not permit any of their Subsidiaries to, Dispose of property, with the following exceptions: (i) Disposition of obsolete or worn out equipment or facilities in the ordinary course of business; (ii) sale of inventory in the ordinary course of business; (iii) Disposition of Permitted Investments in the ordinary course of business; (iv) Dispositions between the Group Members as permitted in clause (c) above; (v) sale of any Subsidiary's Capital Stock to the Borrower or any Group Member; (vi) licensing or sublicensing of Intellectual Property in the ordinary course of business; (vii) Restricted Payments permitted by clause (g) below; (viii) arms length asset sales (subject to payment of at least 80% in cash) by the Group Members not to exceed \$25,000,000 in the aggregate for any fiscal year and subject to mandatory prepayment and reinvestment; (ix) disposition of Borrower's facility at 1615 Bluff City Highway, Bristol, Tennessee and (x) Permitted Asset Swaps for assets of equal or greater value not to exceed an amount to be determined.
- (f) *Sale and Leasebacks.* The Group Members shall not, and shall not permit any of their Subsidiaries to, enter into any sales and leasebacks in excess of an amount to be agreed.
- (g) *Restricted Payments.* The Group Members shall not, and shall not permit any of their Subsidiaries to, make Restricted Payments, with the following exceptions: (i) Restricted Payments by a Subsidiary to the Borrower or any Group Member; (ii) Restricted Payments not to exceed the Holdco Annual Cash Interest Amount<sup>6</sup> per fiscal year by the Borrower to Holdings for interest payments paid within ten Business Days after such Restricted Payment is made on new subordinated notes at Holdings issued to bondholders under the reorganization plan in an aggregate principal amount not to exceed \$300,000,000 and having an annual cash-pay interest rate of not

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<sup>6</sup> "Holdco Annual Cash Interest Amount" shall mean, with respect to any fiscal year (or full fiscal year equivalent), an amount equal to 36% of (1) \$36,000,000 plus (2)(a) the sum of the amounts by which the cash interest amount paid by Holdings on the Restructuring Notes in any fiscal year is less than the Holdco Annual Cash Interest Amount in any fiscal year (the "**Aggregate Carryover Amount**") minus (b) the amount of the Aggregate Carryover Amount that has been used to permit restricted payments pursuant to clause (ii) of the "Restricted Payments" paragraph in any preceding fiscal year.



more than 12% (the “*Restructuring Notes*”); provided, that to the extent such interest payments in any fiscal year exceed the Holdco Annual Cash Interest Amount, such excess amount shall (A) reduce the amount of Restricted Payments permitted pursuant to clause (iii) below) and (B) only be permitted to the extent such amount does not exceed the amount of the Borrower’s anticipated unutilized portion of Excess Cash Flow for the then current year (to be calculated and evidenced in a reasonably satisfactory manner); (iii) Restricted Payments with the Borrower’s unutilized portion of Excess Cash Flow, so long as proceeds are used to (A) effect Permitted Investments, (B) to repurchase the Restructuring Notes or Additional Notes at any time on or after the two-year anniversary of the Closing Date, but only if the consolidated leverage ratio of Holdings and its subsidiaries after giving effect to such repurchase is equal to or less than 3.0x, or (C) to pay interest on Additional Notes (subject to no default); (iv) Allocable Shares (percentage to be agreed) of dividends by Borrower to Holdings for certain expenses and franchise taxes (not to exceed an amount to be agreed in any fiscal year and subject to no default) and taxes; (v) Allocable Shares (percentage to be agreed) of dividends by Borrower to Holdings to permit Holdings to make certain purchases of employees’ common stock (not to exceed an amount to be agreed and subject to no default) and (vi) additional Restricted Payments not to exceed \$5,000,000 in any fiscal year (subject to no default);

- (h) *Capital Expenditures.* The Group Members shall not, and shall not permit any of their Subsidiaries to, make or commit to make any Consolidated Capital Expenditures in excess of \$36,000,000 in any fiscal year, with a 50% non-cumulative one year carry forward.
- (i) *Transactions with Affiliates.* Tax sharing agreements and shared services to be discussed; shared services arrangements with RHD Service, Holdings and all of Holdings’ subsidiaries subject to acceptable documentation and analysis of allocations.
- (j) Covenants for Holdings, BDC, RHD Service, Dex Media and the Newcos shall be as set forth in Addendum II attached hereto.
- (k) The Group Members shall, and shall cause each of their Subsidiaries to, instruct all customers to cause all payments to be made only into accounts or lockboxes subject to a control agreement in favor of the Administrative Agent (for the benefit of the Lenders) and maintain all accounts of the Borrower and each Subsidiary (the “*Accounts*”) (except for payroll and escrow accounts) subject to control agreements in favor of the Administrative Agent (for the benefit of the Lenders). The Borrower will keep the Administrative Agent informed as to all Accounts.

- (l) A new covenant shall be added requiring the Borrower to maintain corporate credit and/or family ratings from Moody's and S&P as well as ratings for the facilities under the Credit Facility.

**EVENTS OF DEFAULT:**

Same Events of Default as set forth in the existing Credit Facility except as follows:

- (a) The cross-default, bankruptcy and judgment defaults (paragraphs (e), (f) and (h)) shall be amended to apply also to BDC, RHD Service, Dex Media and the Newcos (other than any Immaterial Subsidiary with respect to paragraph (f)).

**INDEMNIFICATION:**

The Borrower will indemnify and hold harmless each Agent, each Lender and their respective affiliates, officers, directors, employees, trustees, agents, advisors and controlling persons from and against all Indemnified Liabilities including without limitation, all losses, obligations, penalties, liabilities, claims, damages, actions, judgments, suits, costs, expenses or disbursements arising out of or relating to the Credit Facility and liability under Environmental Law, including, but not limited to, reasonable fees and expenses of legal counsel except to the extent caused by the indemnitee's gross negligence or willful misconduct, as determined by a final judgment.

**GOVERNING LAW:**

State of New York.

**PRICING/FEES/  
EXPENSES:**

As set forth in Addendum I.

**OTHER:**

This Summary of Terms is intended as an outline of certain of the material terms of the restructured credit facilities and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the restructuring of the Credit Facility contemplated hereby.

## ADDENDUM I

### PRICING, FEES AND EXPENSES

#### INTEREST RATES:

At the Borrower's option the Term Loans shall bear interest at the Base Rate or the Eurodollar Rate.

The Base Rate Loans and the Eurodollar Loans will bear interest at a rate equal to the Base Rate (4.00% floor) or Eurodollar Rate (3.00% floor), as applicable, and the Applicable Margin, in the rate per annum as set forth in the table below:

	<u>Eurodollar Loans</u>	<u>Base Rate Loans</u>
Consolidated Leverage Ratio is equal to or greater than 4.25x	6.25%	5.25%
Consolidated Leverage Ratio is less than 4.25x	6.00%	5.00%

The Borrower may select interest periods of 1, 2, 3 or 6 months for Eurodollar Loans. Interest on any loan that is a Base Rate Loan is payable on the last day of each March, June, September and December of each year.

A default rate shall apply on all obligations in the event of default under the Credit Facility at a rate per annum of 2% above the applicable interest rate and shall be payable on demand.

#### FEES:

The Borrower shall pay the following:

- (a) a non-refundable consent fee for each Lender that signs a plan Support Agreement with the Borrower equal to 50 bps of the amount of such Lender's Term Loans and revolving credit loans outstanding on the date of the Support Agreement, minus, the Initial Prepayment, which shall be fully earned and payable on the effective date of the Support Agreement;
- (b) a non-refundable closing fee for each Lender equal to 50 bps of the Term Loans and revolving credit loans outstanding after the Prepayment, which shall be fully earned upon the execution of definitive documentation and shall be payable on the Closing Date; and
- (c) fees as set forth in a separate fee letter executed by the Borrower and the Administrative Agent.

**CALCULATION OF  
INTEREST AND FEES:**

All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year (or, in the case of a Base Rate Loan, 365 or 366 days, as applicable).

**COST AND YIELD  
PROTECTION:**

Customary for transactions and facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.

**EXPENSES:**

The Borrower will pay all out-of-pocket costs and expenses associated with the development, preparation and execution of all loan documentation and any amendment, supplement or modification to the loan documentation, including, without limitation, the reasonable fees and disbursements of counsel and financial advisor to the Agents and filing and recording fees and expenses. The Borrower will also pay the expenses of the Agents and each Lender in connection with the enforcement of any loan documentation, including collateral preservation and enforcement after the occurrence of a Default or an Event of Default.

## ADDENDUM II

### HOLDINGS COVENANTS

Holdings shall only conduct, transact or engage in business or operations incidental to (a) owning its current subsidiaries and any new subsidiaries acquired in a permitted acquisition or permitted investment, (b) the incurrence of permitted debt (as outlined herein), (c) the issuance of its common stock or (d) shared services arrangements as governed by a shared services agreement to be agreed.

Holdings shall not incur or permit to exist indebtedness (including guarantees), other than (a) up to \$300 million (plus PIK) of unsecured subordinated indebtedness issued to bondholders under the reorganization plan, provided that such indebtedness does not have an annual cash-pay interest rate of more than 12%, has a maturity at least 6 months beyond the latest maturing secured debt in existence at any subsidiary upon closing, has no financial maintenance covenants or restrictive covenants that apply to Holdings' subsidiaries or that impose limits on Holdings' ability to guarantee or pledge assets to secure the obligations under the Credit Facility, has no mandatory prepayments or redemptions (other than customary asset sale or change in control provisions) and otherwise has covenants, representations and warranties and events of default that are no more restrictive than those existing in the prevailing market for companies with the same or similar credit ratings of Holdings at such time issuing similar securities, is not guaranteed by Holdings' subsidiaries and is subordinated to the obligations under the Credit Facility on terms satisfactory to the Lenders and is not convertible or exchangeable except into indebtedness of Holdings meeting the qualifications set forth herein, (b) guaranties of the obligations (and obligations under the Dex credit facilities, subject to intercreditor agreement), (c) additional unsecured subordinated notes ("*Additional Notes*") bearing interest at a prevailing market rate, the proceeds of which are used to finance Permitted Investments, refinance the Restructuring Notes or prepay the Credit Facility and the Dex credit facilities, has a maturity at least 6 months beyond the latest maturing secured debt in existence at any subsidiary upon closing, has no financial maintenance covenants or restrictive covenants that apply to Holdings' subsidiaries or that impose limits on Holdings' ability to guarantee or pledge assets to secure the obligations under the Credit Facility, has no mandatory prepayments or redemptions (other than customary asset sale or change in control provisions) and otherwise has covenants, representations and warranties and events of default that are no more restrictive than those existing in the prevailing market for companies with the same or similar credit ratings of Holdings at such time issuing similar securities, is not guaranteed by Holdings' subsidiaries and is subordinated to the obligations under the Credit Facility on terms satisfactory to the Lenders and is not convertible or exchangeable except into indebtedness of Holdings meeting the qualifications set forth herein and (d) ordinary course exceptions customary for holding companies to be agreed.

Holdings shall not incur or permit to exist any liens, other than liens securing the obligations (and obligations under the Dex credit facilities, subject to intercreditor agreement) and other ordinary course exceptions.

Holdings may make investments or acquisitions so long as no default exists and any new subsidiary that is acquired or created as a result of such investment or acquisition shall become a guarantor subject and pursuant to the terms in this Addendum II. Holdings may make investments (not consisting of contribution of assets of any subsidiary) in joint ventures and other minority investments so long as the equity representing such investment is pledged to the Administrative Agent for the benefit of the lenders.

Holdings shall not (a) make distributions and restricted payments to equity holders or (b) repurchase the Restructuring Notes, unless such repurchase occurs on or after the two-year anniversary of the Closing Date.

## GUARANTEES OF HOLDINGS' SUBSIDIARIES

BDC, RHD Service, Dex Media and any Newco will be required to guaranty the obligations. Each such guaranty will be secured by a pledge of stock of its subsidiaries and any joint venture interest owned by such Guarantor to the Administrative Agent for the benefit of the Lenders (subject to any restrictions in the applicable joint venture agreement applicable to all partners of such joint venture; in the event any such restriction exists, the parties will agree upon alternative structures, if available, to effect the economic equivalent of a pledge of the applicable joint venture interest). The guaranty from Dex Media will not give the beneficiaries of such guarantee the right to vote or veto any proposed amendment or refinancing of the Dex credit facilities. In addition, RHD Service's and Dex Media's guaranty shall be secured by substantially all the assets of RHD Service and Dex Media, respectively. The guaranty and security provided by any Newco (as applicable) and the lien on the stock of any Newco would be automatically released, without any consent of the lenders (or Administrative Agent), as follows: (a) so long as no default exists and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement, if all or a portion of the stock of such Newco is disposed of to a non-affiliate in an arms length transaction (provided, that, in the case of a partial disposition, the lien of the Agent shall be released only with respect to the stock subject to such disposition and the guaranty and security of such Newco shall be released only if it is no longer a subsidiary of Holdings following such disposition) or (b) so long as no default exists, and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement, upon a public offering or spin off of such Newco (which results in such Newco no longer being a subsidiary), unless, in the case of clause (a) or (b), a Reinvestment Notice is delivered in respect thereof (so long as (1) such reinvestments do not exceed an amount to be agreed, (2) within twelve months of receipt, the proceeds are either reinvested or contractually committed to be reinvested, provided that such reinvestment shall occur within eighteen months of receipt, (3) the proceeds are kept in an escrow account with a lien granted to the Lenders and is subject to an account control agreement and (4) any asset acquired by such reinvestment shall be pledged as Collateral to the Lenders to the extent and as set forth in this Addendum II).

The covenants applicable to BDC and the Newco Senior Guarantors would be limited to: (i) no limitation on sale of assets to third parties so long as net cash proceeds are applied to repay the Credit Facility (subject to sharing with the Dex credit facilities), to the extent the consolidated leverage ratio at Holdings is greater than or equal to 2.5x, subject to a materiality threshold to be agreed and to the reinvestment option in lieu of mandatory prepayment for proceeds, as described in the prior paragraph, (ii) incur ordinary course unsecured debt (not for borrowed money), purchase money debt and capital leases up to an amount to be agreed, debt incurred to finance acquisitions or investments up to an amount to be agreed, acquired debt in existence prior to (and not in contemplation of) the acquisition of such subsidiary, and additional indebtedness not to exceed \$10,000,000 at each applicable consolidated entity, (iii) incur ordinary course liens, purchase money liens and acquired liens in existence prior to (and not in contemplation of) the acquisition of such subsidiary (iv) limitations on transactions with affiliates subject to customary exceptions to be agreed, and (v) limitations on mergers and consolidations, other than (A) mergers or consolidations with BDC, any Newco Senior Guarantor or any of its or their respective subsidiaries or (B) mergers or consolidations with any Newco Subordinated Guarantor to the extent BDC or a Newco Senior Guarantor is the surviving entity.

The Lenders agree that acquired debt in existence prior to the acquisition of a Newco Subordinated Guarantor or debt incurred to finance the acquisition of a Newco Subordinated Guarantor may have priority over the guarantee to the Lenders by such Newco Subordinated Guarantor to the extent required by the holders of such debt. Notwithstanding the foregoing, no Newco Subordinated Guarantor shall be required to guarantee the Obligations to the extent such guarantee is prohibited by the terms of any

acquired debt in existence prior to the acquisition of such Newco Subordinated Guarantor or any debt incurred to finance the acquisition of such Newco Subordinated Guarantor if no alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) is available that would permit such guarantee; provided, that Holdings shall use its commercially reasonable efforts to amend any such acquired debt that is otherwise being amended in connection with such acquisition to permit such guarantee. If any Newco Subordinated Guarantor is unable to guarantee the Obligations due to circumstances described in the immediately preceding sentence, then (A) Holdings may only effect the acquisition of such Newco Subordinated Guarantor to the extent it provides evidence reasonably satisfactory to the Administrative Agent, and certification by a responsible officer, that Holdings was unable to obtain amendments and/or alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) was not available, as the case may be, permitting such guarantee and (B) a holding company shall be formed to hold 100% of the shares of the applicable Newco Subordinated Guarantor, which holding company shall guarantee the Obligations and pledge the stock of such Newco Subordinated Guarantor to secure such guaranty.

Transactions between the Borrower and its subsidiaries, on the one hand, and BDC and/or any Newcos or any of their respective subsidiaries, on the other hand, that are not part of Shared Services or other similar ordinary course transactions, must satisfy the following requirements: (a) the terms of any such transaction must not be less favorable in any material respect than the terms it would receive in an arms-length transaction with a third party (and, in the case of any such transaction involving consideration in excess of \$50,000,000, the terms of such transaction must be confirmed as arms length by a reputable financial institution or advisor); (b) no such transaction shall involve the transfer of ownership of any operating assets (including intellectual property rights) or personnel to BDC and/or any Newcos or any of their respective subsidiaries; and (c) all such transactions shall result in the receipt of reasonably equivalent value by the Borrower and its subsidiaries and no such transaction shall not result in the transfer of any revenues that would otherwise be recognized by the Borrower or any of its subsidiaries to BDC and/or any Newcos or any of their respective subsidiaries

It is understood that the guarantees and collateral from Holdings, RHD Service, BDC and the Newcos, and the covenants applicable thereto, shall be substantially identical with respect to each of the Credit Facility, the Dex West credit facility and the Dex East credit facility.

*“Newco Senior Guarantor”* means any Newco the acquisition or formation of which is accomplished, directly or indirectly, using cash or other credit support (including debt service) provided by Holdings, the Borrower or any of their respective Subsidiaries.

*“Newco Subordinated Guarantor”* means any Newco other than a Newco Senior Guarantor.

**EXHIBIT B**

**LIST OF DEBTORS**

Business.com, Inc.  
Dex Media East Finance Co.  
Dex Media East, Inc.  
Dex Media East LLC  
Dex Media, Inc.  
Dex Media West Finance Co.  
Dex Media West, Inc.  
Dex Media West LLC  
Dex Media Service LLC  
DonTech Holdings, LLC  
DonTech II Partnership  
Get Digital Smart.com, Inc.  
R.H. Donnelley APIL, Inc.  
R.H. Donnelley Corporation  
R.H. Donnelley Inc.  
R.H. Donnelley Publishing & Advertising, Inc.  
R.H. Donnelley Publishing & Advertising of  
Illinois Holdings, LLC  
R.H. Donnelley Publishing & Advertising of  
Illinois Partnership  
RHD Service LLC  
Work.com, Inc.



**EXHIBIT C**

**OTHER SUPPORT AGREEMENTS AND OTHER TERM SHEETS**

[See attached.]

INTENTIONALLY DELETED

**R.H. Donnelley Corporation**  
1001 Winstead Drive  
Cary, North Carolina 27513

May 21, 2009

The Undersigned Lenders Party to the Credit Agreement  
Referred to Below

Reference is made to the Credit Agreement among Dex Media, Inc. (the "Parent"), Dex Media East, Inc. ("Holdings"), Dex Media East LLC (the "Borrower"), as Borrower, the lenders from time to time party thereto (collectively, the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), Bank of America, N.A., Bear Stearns Corporate Lending Inc., Credit Suisse, Cayman Islands Branch, Deutsche Bank Trust Company Americas and the Royal Bank of Scotland, PLC, as Co-Documentation Agents, and J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, as Joint Lead Arrangers and Joint Bookrunners, dated as of October 24, 2007 (as amended, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement.

R.H. Donnelley Corporation (the "Ultimate Parent") and each of the Parent, Holdings and the Borrower and each of the other Guarantors (collectively, the "Credit Agreement Parties") and, together with the Ultimate Parent, the "RHD Parties") hereby further agree to consummate, and to cause each of their direct and indirect subsidiaries (the RHD Parties, together with their direct and indirect subsidiaries, "Debtors")<sup>1</sup> to consummate, a financial restructuring through a plan of reorganization (the "Plan") that effectuates the terms of the restructuring term sheet attached hereto as Exhibit A (the "Term Sheet") and the term sheets annexed to the Other Support Agreements (the "Other Term Sheets"), the requisite acceptances of which may be solicited after commencement of reorganization cases of the Debtors (the "Chapter 11 Cases") by filing voluntary petitions (collectively, the "Petitions") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and the approval of a disclosure statement in the Chapter 11 Cases (the "Disclosure Statement") and to use their commercially reasonable efforts to have such Plan confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the Bankruptcy Court (the federal and local rules being, the "Bankruptcy Rules").

Pursuant to this letter agreement, which, for the avoidance of doubt, shall include all exhibits annexed hereto (this "Support Agreement"), until the Termination Date (as defined below), each of the Debtors and each of the undersigned Lenders, as parties to the Credit Agreement, hereby approve and agree to: (a) support and consummate the transactions contemplated by the Term Sheet; and (b) support and agree to the Plan.

Subject to Sections 1125 and 1126 of the Bankruptcy Code (if and to the extent applicable), and so long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, each Lender

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<sup>1</sup> The Debtors shall include each of the entities included in the list annexed hereto as Exhibit B.

hereby acknowledges, consents to, and agrees to the proposed treatment of its respective allowed RHD Claims (as defined below) in the Debtors' Chapter 11 Cases as set forth in the Term Sheet.

In furtherance of the foregoing, each of the parties to this Support Agreement (collectively, the "Parties") hereby agrees to negotiate in good faith an amendment and restatement of the Credit Agreement (or, if applicable and in accordance with the Term Sheet, a new credit agreement) to be entered into as of the Effective Date (as defined below) of the Plan among, inter alia, the Parties and the Administrative Agent, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet (the "Amended and Restated Credit Agreement"), and such other definitive documentation as is necessary to consummate the transactions contemplated by the Term Sheet, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet and reasonably acceptable to the Administrative Agent. The Parties acknowledge that the Term Sheet does not contain all terms and detail that would be contained in the definitive documentation, and that such additional terms shall be subject to mutual agreement. None of the RHD Parties shall alter, or cause to be altered, the economic terms or any other material term of the Term Sheet or the transactions contemplated thereby in a manner that is adverse to the Lenders except in accordance with the terms hereof.

Until the Termination Date (as defined below), the undersigned Lenders hereby agree to refrain from: (a) proposing or supporting any chapter 11 plan in the Chapter 11 Cases other than the Plan; and/or (b) objecting to the Plan or taking any action directly or indirectly inconsistent with the terms and conditions of this Support Agreement or the Term Sheet or that would unreasonably delay confirmation or consummation of the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that it shall, when solicited by any of the Debtors pursuant to Sections 1125 and 1126 of the Bankruptcy Code, timely vote, and cause its affiliates and funds (solely to the extent such Lender controls such affiliate or fund) to timely vote, as appropriate, to accept the Plan, and to the extent such election is available, shall not elect on its ballot to preserve any claims that may be affected by any usual and customary releases provided for under the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof (i) to recommend and support confirmation of the Plan and (ii) to permit disclosure, including the contents thereof and parties thereto, of this Support Agreement in any press release, Disclosure Statement and Plan Documents (as defined below) and any other filings by the Debtors with the Bankruptcy Court or the Securities and Exchange Commission to the extent the terms of all Other Support Agreements (as defined below) are or have been previously similarly disclosed or as otherwise required by law or regulation. In addition, each Lender agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that they shall not: (a) object to the Plan or Disclosure Statement or consummation of the Term Sheet or Plan or any efforts to obtain acceptance of, and to confirm and implement the Plan, or otherwise commence any proceeding to oppose any action or any of the documents needed to effectuate the Plan, including, but not limited to, any documents or agreements that are ancillary to or filed or implemented in connection with the Plan or the Disclosure Statement (collectively, the "Plan Documents"); (b) vote for, consent to, support or participate in the formulation of any other restructuring or settlement of any claims against the Debtors, any other transaction involving any Debtor, any of their assets or any of their stock, or any plan of reorganization (with the sole exception of the

Plan) or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of any of the Debtors; (c) directly or indirectly seek, solicit, support, formulate, entertain, encourage or engage in any inquiries, or discussions, or enter into any agreements relating to, any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, transaction, sale, disposition or restructuring of any of the Debtors (or any of its assets or stock) other than the Plan or as otherwise set forth in the Term Sheet; (d) take any action, directly or indirectly, including but not limited to initiating any legal proceedings, that is inconsistent with, or that would delay, prevent, frustrate or impede the approval, confirmation or consummation of, the Disclosure Statement or the Plan or the transactions outlined therein or in the Term Sheet or take any other action that is barred by this Agreement; or (e) solicit, encourage, or direct any other entity to do any of the foregoing set forth in (a), (b), (c) or (d) of this paragraph.

Each Lender further agrees that it shall not at any time, and shall cause its affiliates and funds not to (solely to the extent such Lender controls such affiliate or fund), withdraw or revoke any properly solicited vote to accept the Plan unless (i) the Plan is modified in a manner inconsistent with the Term Sheet or this Support Agreement and such modification is adverse to such Lender without such Lender's prior written consent or (ii) this Support Agreement is terminated in accordance with its terms.

The occurrence of any of the following shall be a "Termination Event": (a) 11:59 p.m. (New York City time), May 28, 2009, if the Petitions for the Debtors shall not have been filed on or before such time; (b) the consummation of the transactions contemplated by the Term Sheet and the effectiveness of the Amended and Restated Credit Agreement in accordance with its terms (which, if the transactions contemplated by the Term Sheet are effected by means of the Plan, shall be the date on which the Plan becomes effective); (c) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise restricting, preventing or prohibiting the consummation of the transactions contemplated in the Term Sheet or the Amended and Restated Credit Agreement in a way that cannot be reasonably remedied by the Debtors; (d) upon the occurrence of any material breach of this Support Agreement by any of the Debtors, on the one hand, or any Lender, on the other hand (subject to the limitation below); (e) fifteen (15) business days after the filing of any Petition, unless the Bankruptcy Court enters an interim order under 11 U.S.C. §§ 105, 361, 362, 363 and 552 and Bankruptcy Rules 2002, 4001 and 9014 authorizing the Debtors to use cash collateral and granting adequate protection to the Lenders in form and substance reasonably satisfactory to the Administrative Agent (a "Cash Collateral Order"); (f) forty (40) days (or such additional period as agreed to by the Administrative Agent and the Debtors) after the filing of any Petition, unless the Bankruptcy Court enters a final Cash Collateral Order in form and substance satisfactory to the Administrative Agent; provided that a final Cash Collateral Order substantially consistent with the interim Cash Collateral Order shall be deemed to be acceptable to the Administrative Agent; provided further that the preceding proviso shall not limit any relief in the final Cash Collateral Order as entered by the Bankruptcy Court that is customarily considered in connection with such an order; (g) ten (10) business days after the occurrence of a "Termination Event" under any Cash Collateral Order related to any event other than an event set forth explicitly herein, unless the Bankruptcy Court enters on or before the expiration of such ten (10) day period an amendment to or new Cash Collateral Order, which (in each case) shall be in form and substance reasonably satisfactory to the Administrative Agent; (h) any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, a responsible officer, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases; (i) a filing by any Debtor of

any motion or application or adversary proceeding (or the joinder by the Debtors in, or support by the Debtors of, any such action commenced by any other party) challenging the validity, enforceability, perfection or priority of the liens securing the Obligations under the Credit Agreement or any other cause of action against and/or with respect to the Obligations, the prepetition liens securing such Obligations, the Administrative Agent or any of the Lenders; (j) the Debtors withdraw the Plan, publicly announce their intention not to support the Plan or file any plan of reorganization and/or disclosure statement that is adverse to the Lenders under the Term Sheet; (k) any amendment, supplement or modification of any Other Term Sheet that is adverse to the Lenders without the prior written consent of the Administrative Agent; (l) 11:59 p.m. (New York City time), August 31, 2009, unless the Debtors have filed the Plan and the accompanying Disclosure Statement with the Bankruptcy Court by such time; (m) 11:59 p.m. (New York City time), October 31, 2009, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, approving the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code by such time; (n) 11:59 p.m. (New York City time), January 15, 2010, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, confirming the Plan by such date; (o) 11:59 p.m. (New York City time), January 31, 2010, unless the Debtors have substantially consummated the Plan pursuant to its terms, including, for the avoidance of doubt, the closing of the Amended and Restated Credit Agreement; (p) the termination of any Other Support Agreement in accordance with its terms; and (q) a filing by any Debtor of any motion or application or adversary proceeding (or support by the Debtors of any such action commenced by any other party) that seeks to prime the liens securing the Obligations under the Credit Agreement; provided however, that with respect to subsections (a), (e), (f), (g), (l), (m), (n) and (o) above, the Termination Date may be extended for a maximum period of 45 days in the sole discretion of the Administrative Agent (such extension period commencing from the date that would have been the Termination Date but for the granting of such extension). Each of the Parties hereby agrees to use its respective commercially reasonable efforts to cause the transactions contemplated by the Term Sheet to be consummated as soon as practicable after the date hereof, and shall not take any action to hinder the bankruptcy process.

Unless extended in accordance with the last proviso of the preceding paragraph, upon the occurrence of a Termination Event under (i) subsections (b), (c), (e), (f), (g), (h), (p) and (q) in the immediately preceding paragraph, this Support Agreement shall automatically terminate without further action; and (ii) subsections (a), (d), (i), (j), (k), (l), (m), (n) and (o) in the immediately preceding paragraph, seven business days after the Administrative Agent (on behalf of the Lenders) or the Ultimate Parent, as applicable, shall have given written notice of such breach to the breaching party and such breach shall not have been cured during such seven business days after receipt of such notice (or otherwise waived in writing by the Ultimate Parent or a majority of Lenders, as applicable), this Support Agreement shall terminate (the date of termination under clause (i) or (ii) hereof being the "Termination Date"). For the avoidance of doubt, the automatic stay arising pursuant to Section 362 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed waived or modified for purposes of providing notice hereunder.

Notwithstanding anything to the contrary in this Support Agreement, if any Lender shall breach its obligations pursuant to this Support Agreement, the Termination Date arising as a result of such act or omission shall apply only to such Lender and this Support Agreement shall otherwise remain in force and effect with respect to the RHD Parties and all such remaining Lenders.

Notwithstanding anything to the contrary in this Support Agreement, the Term Sheet or any other documents executed in connection therewith, each of the Debtors, as

applicable, expressly reserves the right to cure and reinstate the RHD claims (as defined below) against the Credit Agreement Parties under Section 1124 of the Bankruptcy Code, and each of the Administrative Agent and the Lenders expressly reserve the right to contest, litigate and oppose such relief, in the event that either (i) Lenders holding in excess of two thirds (2/3) in amount and one half (1/2) in number of such claims (a) do not execute this Support Agreement or (b) to the extent that the votes of such Lenders are solicited by any of the Debtors following approval of the Disclosure Statement, do not vote to approve the Plan, or (ii) there is any Termination Date under this Support Agreement.

The Ultimate Parent, the Parent, Holdings and the Borrower agree that all lock-up agreements, plan support agreements or similar arrangements agreed to by the Ultimate Parent or any or all of its direct and indirect subsidiaries with respect to the: (i)(a) Credit Agreement, dated as of June 6, 2008, among Dex Media, Inc., Dex Media West, Inc., Dex Media West LLC, as borrower, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and (i)(b) Second Amended and Restated Credit Agreement among the Ultimate Parent, R.H. Donnelley Inc., as borrower, the lenders from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent, dated as of December 13, 2005 ((i)(a) and (i)(b) collectively, the "Bank Support Agreements") shall be, in all material respects, on the same terms and conditions as this Support Agreement or otherwise in form and substance reasonably satisfactory to the Administrative Agent; and (ii) current holders of public bonds issued by any of the Debtors (the "Bond Support Agreement", and together with the Bank Support Agreements, the "Other Support Agreements") shall not contain terms inconsistent with the treatment of the Lenders under the Term Sheet, as reasonably determined by the Administrative Agent. Copies of the Other Support Agreements, including the Other Term Sheets, are annexed hereto as Exhibit C.

The obligations of each of the Parties and the effectiveness hereof are subject to satisfaction of each of the following conditions: (a) execution and delivery of signature pages for this Support Agreement by each of the Parties; (b) receipt by the Administrative Agent of executed copies of the Other Support Agreements, and each Other Support Agreement shall have become (or substantially simultaneously herewith shall become) effective by its terms (provided, however, that the condition in this clause (b) may be waived by the Administrative Agent and the Company); (c) the receipt by the Ultimate Parent of written confirmation of the execution of this Support Agreement by Lenders holding at least two thirds (2/3) in principal amount and one half (1/2) in number of claims under or in connection with the Credit Agreement; (d) payment by Borrower to the Administrative Agent, (i) for the benefit of the Lenders who have executed and delivered to the Administrative Agent counterparts of this Support Agreement as of 5:00 p.m. (New York City time) on May 27, 2009 (as such date may be extended by agreement of the Administrative Agent and the Borrower), of consent fees as set forth in Section III(d) of the Term Sheet, and (ii) for the benefit of all Lenders, the Initial Prepayment (as defined in the Term Sheet) to be applied in accordance with Section III(j) of the Term Sheet, and (e) receipt by counsel and the financial consultant to the Administrative Agent of all outstanding fees and expenses through the date hereof and a single \$250,000 retainer (which is not evergreen in nature) for each of Simpson Thacher & Bartlett LLP, Bingham McCutchen LLP and FTI Consulting, which, to the extent not applied to fees and expenses prior to the Petition Date, shall be applied to fees and expenses incurred by such advisors and payable in accordance with any applicable Cash Collateral Order entered by the Bankruptcy Court.

Each Party severally, and not jointly, represents to each other Party that, as of the date of this Support Agreement, such Party has, and at all times thereafter until the Termination Date will have, all requisite corporate, partnership, or limited liability company power and

authority to enter into this Support Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Support Agreement and that this Support Agreement is the legally valid and binding obligation of it, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws limiting creditors' rights generally or by equitable principles relating to enforceability or ruling of the Bankruptcy Court. The RHD Parties each represent that none of the material and information (other than projections which are covered exclusively by the following sentence) provided by or on behalf of the Debtors to the Administrative Agent and the Lenders in connection with the restructuring contemplated in the Term Sheet and the Other Term Sheets, when read or considered collectively, together with all information filed by any of the RHD Parties with the Securities and Exchange Commission, contains any untrue statement of a material fact or omits to state a material fact necessary in order to prevent the statements made therein from being materially misleading. With regard to any projections provided to the Lenders by the Debtors or their agents, all financial projections that have been or will be prepared by or on behalf of the RHD Parties and made available to the Lenders have been or will be prepared in good faith based upon the RHD Parties' reasonable assumptions (which assumptions may not prove to be correct). Each Lender represents to each of the other Parties that it is the legal owner of, and has the full power to vote and dispose of, the RHD Claims (as defined below), in the total amount provided on the signature page attached hereto, free and clear of all liens, encumbrances or adverse claims.

It is understood and agreed by each of the Parties that any breach of this Support Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the Parties agree that, in addition to any other remedies, each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief for any such breach, provided, however, that each of the Parties agrees to waive any requirement for the securing or posting of a bond in connection with such a remedy. The RHD Parties hereby agree that for so long as the Administrative Agent and the undersigned Lenders have not taken any action to prejudice the enforceability of this Support Agreement (including without limitation, alleging in any pleading that this Support Agreement is unenforceable), and have taken such actions as are reasonably required or desirable for the enforcement hereof, then the Administrative Agent and the undersigned Lenders shall have no liability for damages hereunder in the event a court determines that this Support Agreement is not enforceable. Notwithstanding the terms of this paragraph, in no event shall any Debtor, the Administrative Agent or the undersigned Lenders be liable for any special, indirect, incidental, punitive or consequential damages of any kind or nature whatsoever.

Each Lender hereby agrees, for so long as this Support Agreement shall remain in effect as to it, not to, and not to enter into any contract or agreement to, sell, assign, transfer, hypothecate or otherwise dispose of any claim (as defined in Section 101 of the Bankruptcy Code) arising under the Loan Documents and the Specified Swap Agreements to which such Lender may be a party to, against any of the Debtors (the "RHD Claims") unless the transferee thereof (a) agrees in writing to assume and be bound by this Support Agreement and the confidentiality provisions of the Credit Agreement, and (b) delivers such writing to the Administrative Agent and the Ultimate Parent within two business days after the relevant transfer. The RHD Parties shall acknowledge such transfer in writing within two business days and provide a copy of such acknowledgement to the Administrative Agent. By providing such writing, the RHD Parties shall be deemed to have acknowledged their obligations to such transferee. Thereafter, such transferee shall be deemed to be a Lender for purposes of this Support Agreement. Any sale, transfer or assignment of any RHD Claim that does not comply with the procedure set forth in this paragraph shall be deemed void *ab initio*. Unless expressly



stated herein, this Support Agreement shall be solely for the benefit of the Debtors, the Lenders and the Administrative Agent and no other person or entity shall be a third party beneficiary of this Support Agreement.

This Support Agreement shall in no way be construed to preclude any Lender from acquiring additional RHD Claims; provided that any such RHD Claims shall automatically be deemed to be subject to the terms of this Support Agreement.

Notwithstanding anything to the contrary herein, nothing in this Support Agreement shall require any of the Parties or any other Debtor or any of their respective directors or officers (in such person's capacity as a director or officer) to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such person's fiduciary obligations under applicable law.

This Support Agreement, including exhibits, constitutes the entire agreement of the Parties with respect to the subject matter of this Support Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Support Agreement; provided, however, that any confidentiality agreement executed by any Party hereto shall survive this Support Agreement and shall continue in full force and effect, subject to the terms thereof, irrespective of the terms hereof.

This Support Agreement and the Term Sheet are part of a proposed settlement of disputes among the Lenders, the Administrative Agent and the Debtors. Except as expressly provided in this Support Agreement, and subject to the terms of any Cash Collateral Order approved by the Bankruptcy Court, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of any of the Credit Agreement Parties, the Lenders or the Administrative Agent to protect and preserve its rights, remedies and interests, including, but not limited to, all of their rights and remedies under the Credit Agreement or any applicable Cash Collateral Order, including any such rights and remedies relating to Defaults or other events that may have occurred prior to or after the execution of this Support Agreement, any and all of its claims and causes of action against any of the Debtors or any other third parties, any liens or security interests it may have in any assets of any of the Debtors or any third parties, or its full participation in the Chapter 11 Cases. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Support Agreement or otherwise set forth in the Term Sheet are not consummated as provided herein, if a Termination Date occurs, or if this Support Agreement is otherwise terminated for any reason, the Credit Agreement Parties, the Lenders or the Administrative Agent each fully reserve any and all of their respective rights, remedies and interests under the Loan Documents, applicable law and in equity. Nothing herein shall be deemed to be an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Support Agreement.

This Support Agreement and the Term Sheet and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective representatives. This Support Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan or any plan of reorganization for the purposes of Sections 1125 and 1126 of the Bankruptcy Code or otherwise. The Debtors will not solicit acceptances of the Plan from any Lender until such Lender has been provided with copies of a Disclosure Statement approved by the Bankruptcy Court.

Each of the Parties to this Support Agreement acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Support Agreement and the transactions contemplated by this Support Agreement. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Support Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Each Lender hereby confirms that its decision to execute this Support Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the RHD Parties. It is hereby acknowledged by the Parties that no consideration shall be due or paid to the Lenders in exchange for their support of the Plan, in accordance with the terms and conditions of this Support Agreement, other than the obligations imposed upon the Parties pursuant to the terms of this Support Agreement.

Except as set forth in this Support Agreement, this Support Agreement and the Term Sheet may only be modified, amended or supplemented by an agreement in writing signed by the Ultimate Parent, Parent, Holdings, the Borrower and the Lenders party hereto holding at such time a majority in aggregate principal amount of the Loans; provided, however, that if the modification or amendment at issue adversely impacts the economic treatment or rights of any Lender differently than other Lenders, the agreement in writing of such Lender whose economic treatment or rights are adversely impacted in a different manner than other Lenders shall also be required for such modification or amendment to be effective.

This Support Agreement is intended to bind the Parties and inure to the benefit of the Lenders and the Debtors and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this paragraph shall be deemed to permit any transfer, or tender, vote or consent, of any claims other than in accordance with the terms of this Support Agreement.

This Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Support Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when: (a) delivered personally or by overnight courier to the following address of the other Party hereto; or (b) sent by fax to the following fax number of the other Party hereto with the confirmatory copy delivered by overnight courier to the address of such Party listed below.

If to Ultimate Parent, to:

R.H. Donnelley Corporation  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel  
Fax No.: (919) 297-1518

If to the Borrower or Guarantors, to:

Dex Media East, LLC  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel  
Fax No.: (919) 297-1518

If to any Lender, the address set forth on its signature page.

If to the Administrative Agent, to:

JPMorgan Chase Bank, N.A.  
270 Park Avenue  
New York New York 10017  
Attn: Neil Boylan  
Fax No.: (212) 622-4556

with a copy to

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attn: Sandy Qusba, Esq.  
Morris J. Massel, Esq.  
Fax No. : (212) 455-2502

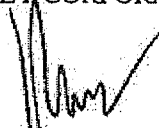
The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties, whether sounding in contract, tort or otherwise. This Support Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law provision which would require the application of the law of any other jurisdiction. By its execution and delivery of this Support Agreement, each Party hereby irrevocably and unconditionally agrees for itself that, subject to the following sentence, any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Support Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in any state or federal court of competent jurisdiction in New York County, State of New York, and by execution and delivery of this Support Agreement, each of the Parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceedings. Notwithstanding the foregoing, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction of all matters arising out of or in connection with this Support Agreement.


[SIGNATURE PAGES FOLLOW]

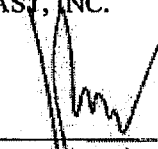
Please sign in the space provided below to indicate your agreement and consent to the terms hereof.

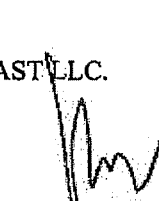
Very truly yours,

R.H. DONNELLEY CORPORATION

By:   
Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

DEX MEDIA, INC.  
By:   
Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

DEX MEDIA EAST, INC.  
By:   
Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

DEX MEDIA EAST LLC.  
By:   
Name: MACK W. HANIK  
Title: SVP & GENERAL COUNSEL

INTENTIONALLY DELETED

**EXHIBIT A**

**TERM SHEET**

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FINANCIAL RESTRUCTURING  
Summary of Terms and Conditions

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The following summary outlines the principal terms for the restructuring of the debt of Dex Media East LLC (the "Borrower") outstanding under the Credit Agreement. Unless otherwise defined herein, terms which are defined in the Agreement to which this Exhibit is attached (the "Support Agreement") or in the Credit Agreement are so used as defined. The amendments to the Credit Agreement outlined below address only certain principal terms of the Credit Agreement and are not exhaustive (including as to conforming changes required elsewhere in the Credit Agreement).

I. DEBT RESTRUCTURING

Existing Bonds:

R.H. Donnelley Corporation's ("RHD Corp.") 6.875% Senior Notes due 2013, 6.875% Series A-1 Senior Discount Notes due 2013, 6.875% Series A-2 Senior Discount Notes due 2013, 8.875% Series A-3 Senior Notes due 2016 and 8.875% Series A-4 Senior Notes due 2017 will be converted to common equity of RHD Corp.

Dex Media Inc.'s ("DMI") 8% Senior Notes due 2013 and 9% Senior Discount Notes due 2013 will be converted to common equity of RHD Corp.

R.H. Donnelley Inc.'s ("RHDI") 11.75% Senior Notes due 2015 and Dex Media West LLC's ("Dex West") 8.5% Senior Notes due 2010, 5.875% Senior Notes due 2011 and 9.875% Senior Subordinated Notes due 2013 will be converted to common equity of RHD Corp. and/or up to \$300,000,000 of newly issued RHD Corp. unsecured subordinated notes (the "Restructuring Notes").

The terms of the foregoing conversions are described in Exhibit C.

Existing Credit Agreements:

The obligations outstanding under RHDI's Second Amended and Restated Credit Agreement (the "RHDI Credit Agreement") dated as of December 13, 2005 will be restructured and amended as described in Exhibit C.

The obligations outstanding under Dex West's Credit Agreement (the "Dex West Credit Agreement") dated as of June 6, 2008 will be restructured and amended as described in Exhibit C.

The obligations outstanding under the Credit Agreement will be restructured and amended as set forth below.

## II. AMENDMENTS TO CREDIT AGREEMENT

The Credit Agreement will be amended and restated (as so amended and restated, the "Amended and Restated Credit Agreement") as of the Effective Date (as defined below) to reflect the following changes:

- Revolving Loans:** All outstanding Revolving Loans will be converted to a new tranche of term loans, and the Revolving Commitments will be terminated. All references to "Revolving Loans" in this Exhibit shall be deemed a reference to such new tranche of term loans, as the context requires.
- Letters of Credit:** The outstanding Letters of Credit under the Credit Agreement will remain outstanding. To the extent that any amounts are drawn under the Letters of Credit, any such drawn amounts will be treated the same as the outstanding Revolving Loans. Revolving Lenders will fund their risk participations to the Issuing Bank in accordance with the Credit Agreement in respect of each such drawing. The Borrower shall continue to pay the fronting and participation fees under the Credit Agreement in respect of such Letters of Credit (after giving effect to the amendments to the Applicable Rate set forth herein).
- Applicable Rate:** The Applicable Rate will be amended to reflect an Applicable Rate for Revolving Loans, Tranche A Term Loans and Tranche B Term Loans equal to 2.5% per annum, in the case of Eurodollar Loans, and 1.5% per annum, in the case of ABR Loans, effective on the Effective Date, subject to a step-down of 0.25% if the Leverage Ratio is less than 2.75 to 1.0 and a further step-down of 0.25% if the Leverage Ratio is less than 2.50 to 1.0.
- Maturity:** October 24, 2014 (for Revolving Loans, Tranche A Term Loans and Tranche B Term Loans).
- Scheduled Amortization:** The Revolving Loans, Tranche A Term Loans and Tranche B Term Loans will amortize as set forth on Schedule 1 hereto.
- Incremental Facilities:** The capacity for incremental facilities provided in Section 2.20 will be eliminated.
- Capital Expenditures:** The Credit Agreement will be amended to include a limit on capital expenditures of \$27,000,000 per fiscal year, with a 50% non-cumulative one-year carry forward.
- Mandatory Prepayments:** The mandatory prepayments in the Credit Agreement will be amended as follows (in addition to other prepayments required hereunder):
- (a) to amend the Excess Cash Flow prepayment to be equal to 65% (or 50% with respect to any fiscal year if the Leverage Ratio is equal to or less than 2.50 to 1.0 at the end of such fiscal



year) of Excess Cash Flow for each fiscal year (payable on the same date as the existing Excess Cash Flow prepayment), commencing with the 2010 fiscal year. "Excess Cash Flow" will be based solely on the cash flow of the Borrower and its Subsidiaries and calculated in a manner to be agreed, including after deducting payments made with respect to the RHD Corp. Annual Cash Interest Amount (as defined below) in any year. As used herein, "Borrower's Portion of Excess Cash Flow" means the portion of Excess Cash Flow not required to be applied to prepay Loans.

(b) to include a mandatory prepayment equal to 100% of the Net Cash Proceeds of any equity or debt issuance (subject to certain exceptions to be agreed) by the Borrower or any Subsidiary and, only to the extent necessary to bring the consolidated leverage ratio of RHD Corp. and its subsidiaries on a pro forma basis after giving effect to such prepayments to less than 3.25 to 1.0, 50% (subject to sharing with lenders under the RHD Credit Agreement and the Dex West Credit Agreement to be agreed) of the net cash proceeds of any equity issuance by RHD Corp. (other than equity issuances used to fund investments in Guarantors which are not Subsidiaries of the Borrower the proceeds of which are used to fund capital expenditures or other investments in operating assets or to fund the purchase price of any newly acquired Guarantor ("Permitted Investments") or to refinance the Restructuring Notes or any Additional Notes); and

(c) to limit the Borrower's reinvestment rights pursuant to Section 2.11(c) to an amount per fiscal year to be agreed and with a limit of not more than an amount to be agreed subject to reinvestment at any time and to decrease the carveout in the definition of "Asset Disposition" to an amount per fiscal year to be agreed.

Application of Prepayments: The order of application of mandatory prepayments will be amended to provide that optional and mandatory prepayments will be applied ratably to the remaining installments of the Revolving Loans, Tranche A Term Loans and Tranche B Term Loans.

Amendments to Covenants: (a) Business.com Inc. and each Newco Senior Guarantor (as defined below) will be subject to the covenants specified on Schedule 2.

(b) Section 6.01 (Indebtedness; Certain Equity Securities) will be amended as follows:

(i) to decrease the general debt basket in Section 6.01(a)(ix) to \$20,000,000;

(ii) to eliminate the securitization basket in Section

6.01(a)(x);

(iii) to eliminate the basket for subordinated debt in Section 6.01(a)(xii);

(iv) to decrease the purchase money debt basket in Section 6.01(a)(vii) to \$20,000,000;

(v) to decrease the assumed debt basket in Section 6.01(a)(viii) to \$10,000,000;

(vi) to eliminate the basket for subordinated debt and unsecured debt in Section 6.01(a)(xi); and

(vii) to include a basket for borrowings by the Borrower from Dex West in an aggregate principle amount not exceeding \$15,000,000 in 2011, \$40,000,000 in 2012, \$40,000,000 in 2013 and \$40,000,000 in 2014.

(c) Section 6.02 (Liens) will be amended to decrease the general lien basket in Section 6.02(a)(vii) to \$15,000,000.

(d) Section 6.03 (Fundamental Changes) will be amended to eliminate the exception in Section 6.03(d) permitting the East/West Merger.

(e) Section 6.04 (Investments, Loans, Advances, Guarantees and Acquisitions) will be amended as follows:

(i) to decrease the allowance of Permitted Acquisitions in Section 6.04(f) to an amount to be agreed individually and an amount to be agreed in the aggregate;

(ii) to eliminate the basket for intercompany investments in non-Guarantors in Section 6.04(c);

(iii) to decrease the general investment basket in Section 6.04(m) to \$25,000,000 in the aggregate during the term of the Credit Agreement (with no growth); and

(iv) to permit investments with the unutilized Borrower's Portion of Excess Cash Flow in Permitted Investments.

(f) Section 6.05 (Asset Sales) will be amended as follows:

(i) to decrease the basket in Section 6.05(h) to an amount to be agreed (with minimum 80% cash consideration); and

(ii) to decrease the basket for Permitted Asset Swaps in

Section 6.05(e) to an amount to be agreed.

(g) Section 6.06 (Sale and Leaseback Transactions) will be amended to limit sale and leaseback transactions to an amount to be agreed.

(h) Section 6.08(a) (Restricted Payments) will be amended as follows:

(i) to replace the basket in Section 6.08(a)(v) with an exception permitting Restricted Payments using the unutilized Borrower's Portion of Excess Cash Flow, so long as proceeds are used (x) to effect Permitted Investments, (y) to pay interest on Restructuring Notes or Additional Notes (as defined below) or (z) at any time on or after the second anniversary of the Effective Date and so long as the consolidated leverage ratio of RHD Corp. and its subsidiaries after giving effect to such repurchase is less than or equal to 3.0 to 1.0, to effect repurchases of Restructuring Notes or Additional Notes;

(ii) to decrease the general Restricted Payment basket in Section 6.08(a)(viii) to \$5,000,000 per fiscal year;

(iii) to replace the basket in Section 6.08(a)(vii) with a basket permitting Restricted Payments to pay cash interest due within ten Business Days after such Restricted Payment is made in an amount not to exceed the RHD Corp. Annual Cash Interest Amount; provided, that to the extent such interest exceeds the RHD Corp. Annual Cash Interest Amount, such excess amount shall (x) reduce the amount of Restricted Payments permitted pursuant to clause (i) above and (y) only be permitted to the extent such amount does not exceed the amount of the anticipated Borrower's Portion of Excess Cash Flow for the then current year (to be calculated and evidenced in a reasonably satisfactory manner); and

(iv) to permit Restricted Payments for employee stock repurchases, Tax Payments and Holdings expenses in a manner and subject to limitations to be agreed.

"RHD Corp. Annual Cash Interest Amount" means, for any fiscal year (or full fiscal year equivalent), an amount equal to 27% of (1) \$36,000,000 plus (2)(a) the sum of the amounts by which the cash interest amount paid by RHD Corp. on the Restructuring Notes in any fiscal year is less than the RHD Corp. Annual Cash Interest Amount for such fiscal year (the "Aggregate Carryover Amount") minus (b) the amount of the Aggregate Carryover Amount that has been used to permit

restricted payments pursuant to clause (h)(iii) above in any preceding fiscal year.

(i) Section 6.08(b) (Certain Payments of Indebtedness) will be amended as follows:

(i) to replace the basket in Section 6.08(b)(vi) with an exception permitting prepayments of indebtedness of the Borrower and its Subsidiaries using the unutilized Borrower's Portion of Excess Cash Flow; and

(ii) to eliminate the basket permitting repayments with equity proceeds in Sections 6.08(b)(vii) and (ix).

(j) Section 6.09 (Transactions with Affiliates) will be amended to (i) incorporate the Shared Services agreement specified below and (ii) provide in clause (c) thereof that, in order to be excepted from arms-length requirements, investments among affiliates must be specifically contemplated by the relevant investment basket to be made among affiliates.

(k) Section 6.15 (Parent Covenants) will be amended as follows:

(i) to apply also to RHD Corp. (with restrictions similar to those under the RHDI Credit Agreement as amended, including that RHD Corp. may not (A) make any distributions to its equity holders or (B) repurchase any Restructuring Notes or Additional Notes except, in the case of this clause (B), at any time on or after the second anniversary of the Effective Date);

(ii) to provide that RHD Corp. may not dispose of (including pursuant to a public offering or spin-off) (A) Business.com Inc. or any Newcos (as defined below) (or substantially all of the assets thereof) unless the net cash proceeds are applied to repay the Loans (subject to (x) a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect a Permitted Investment (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex West Credit Agreement if required thereby) and (y) sharing with lenders under the RHDI Credit Agreement and the Dex West Credit Agreement) or (B) RHD Service LLC; and

(iii) to provide that RHD Corp. and DMI may not incur

additional indebtedness (including guarantees) other than (A) guarantees of the Credit Agreement, the RHDI Credit Agreement and the Dex West Credit Agreement, (B) in the case of RHD Corp., the Restructuring Notes and additional notes ("Additional Notes") the proceeds of which are used to finance Permitted Investments, to prepay Loans and loans outstanding under the RHDI Credit Agreement and the Dex West Credit Agreement (subject to sharing with lenders under the RHDI Credit Agreement and the Dex West Credit Agreement) or to refinance Restructuring Notes or any Additional Notes, in each case so long as any such indebtedness is unsecured, bears interest at a prevailing market rate (or, in the case of the Restructuring Notes, at an annual cash-pay interest rate not in excess of 12%), has a maturity, and no amortization prior to, at least 6 months beyond the latest maturing secured debt of any subsidiary of RHD Corp. in existence on the Effective Date, has no financial maintenance covenants or restrictive covenants that impose limits on RHD Corp.'s ability to guarantee or pledge assets to secure the Obligations, has no mandatory prepayments or redemptions (other than customary asset sale or change in control provisions) and otherwise has covenants, representations and warranties and events of default that are no more restrictive than those existing in the prevailing market for companies with the same or similar credit ratings of RHD Corp. at such time issuing similar securities, is not guaranteed by RHD Corp.'s subsidiaries, is subordinated to the Obligations on terms satisfactory to the Lenders and is not convertible or exchangeable except into indebtedness of RHD Corp. meeting the qualifications set forth herein and (C) ordinary course exceptions customary for holding companies to be agreed.

(l) Section 6.16 (Designation of Unrestricted Subsidiaries) will be eliminated and there will be no ability to designate Unrestricted Subsidiaries.

(m) Section 5.01 (Financial Statements and Other Information) will be amended to require delivery of copies of financial statements and related information solely to the extent that such statements and information are provided to any debtholder of Business.com Inc. or of any Newco.

(n) Section 5.14 (Interest Rate Protection) will be eliminated.

(o) A new covenant will be added requiring the Borrower to maintain corporate credit and/or family ratings from Moody's and S&P as well as ratings for the facilities under the Amended

and Restated Credit Agreement.

Events of Default:

The cross default, bankruptcy and judgment events of default (Sections 7(f), (g), (h), (i) and (j)) will be amended to apply also to DMI, RHD Corp. and its subsidiaries (other than RHDI but including Business.com Inc., RHD Service LLC and any Newcos and, in the case of Sections 7(h) and (i), excluding any immaterial subsidiaries).

Guarantee and Collateral Requirements:

In addition to existing guarantee and collateral requirements in the Credit Agreement, RHD Corp., DMI and RHD Service LLC will become Guarantors with substantially all of their assets pledged to the Lenders on a pari passu basis with lenders under the Dex West Credit Agreement and the RHDI Credit Agreement (including the stock of Business.com Inc., RHD Service LLC, any Newcos and any joint venture interests owned by RHD Corp., DMI or RHD Service LLC, but excluding the stock of RHDI). It is understood that the guarantees and collateral from such entities (other than DMI) and the covenants applicable thereto shall be substantially identical with respect to each of the Credit Agreement, the Dex West Credit Agreement and the RHDI Credit Agreement.

Business.com Inc. and any Newco will be required to guarantee the Obligations. Each such guaranty by Business.com Inc., any Newco Senior Guarantor and, to the extent permitted, any Newco Subordinated Guarantor, will be secured by a pledge of stock of such Guarantor's subsidiaries and any joint venture interest owned by such Guarantor (subject to any restrictions in the applicable joint venture agreement applicable to all partners of such joint venture; in the event any such restriction exists, the parties will agree upon alternative structures, if available, to effect the economic equivalent of a pledge of the applicable joint venture interest). Each such guaranty by a Newco Subordinated Guarantor will, to the extent required by the terms of any such debt, be subordinated to any assumed debt of such Newco Subordinated Guarantor as well as any debt incurred to finance the acquisition of such Newco Subordinated Guarantor. Joint ventures will not be required to guarantee the Obligations. Notwithstanding the foregoing, no Newco Subordinated Guarantor shall be required to guarantee the Obligations to the extent such guaranty is prohibited by the terms of any acquired debt in existence prior to the acquisition of such Newco Subordinated Guarantor or any debt incurred to finance the acquisition of such Newco Subordinated Guarantor if no alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) is available that would permit such guaranty; provided, that RHD Corp. shall use its commercially reasonable efforts to amend any such acquired debt that is otherwise being amended in connection with such acquisition to permit such guaranty. If any Newco

Subordinated Guarantor is unable to guarantee the Obligations due to circumstances described in the immediately preceding sentence, then (A) RHD Corp. may only effect the acquisition of such Newco Subordinated Guarantor to the extent it provides evidence reasonably satisfactory to the Administrative Agent, and certification by a responsible officer, that RHD Corp. was unable to obtain amendments and/or alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) was not available, as the case may be, permitting such guarantee and (B) a holding company shall be formed to hold 100% of the shares of the applicable Newco Subordinated Guarantor, which holding company shall guarantee the Obligations and pledge the stock of such Newco Subordinated Guarantor to secure such guaranty.

The guaranty and security provided by any Newco (as applicable) and the lien on the stock of any Newco will be automatically released, without any consent of the lenders (or the Agent), as follows: (a) so long as no default exists and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement (subject to (x) a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect permitted reinvestments to be agreed (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex West Credit Agreement if required thereby) and (y) sharing with lenders under the RHDI Credit Agreement and the Dex West Credit Agreement), if all or a portion of the stock of such subsidiary is disposed of to a non-affiliate in an arms-length transaction (provided, that, in the case of a partial disposition, the lien of the Agent shall be released only with respect to the stock subject to such disposition and the guaranty and security of such subsidiary shall be released only if it is no longer a subsidiary of RHD Corp. following such disposition), or (b) so long as no default exists and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement (including the reinvestment option described above), upon a public offering or spin-off of such subsidiary (which results in such entity no longer being a subsidiary).

Transactions between the Borrower and its Subsidiaries, on the one hand, and Business.com and/or any Newcos or any of their respective subsidiaries, on the other hand, that are not part of Shared Services or other similar ordinary course transactions, must satisfy the following requirements: (a) the terms of any such transaction must not be less favorable in any material

respect than the terms it would receive in an arms-length transaction with a third party (and, in the case of any such transaction involving consideration in excess of \$50,000,000, the terms of such transaction must be confirmed as arms-length by a reputable financial institution or advisor); (b) no such transaction shall involve the transfer of ownership of any operating assets (including intellectual property rights) or personnel to Business.com and/or any Newcos or any of their respective subsidiaries; and (c) all such transactions shall result in the receipt of reasonably equivalent value by the Borrower and its Subsidiaries and no such transaction shall result in the transfer of any revenues that would otherwise be recognized by the Borrower or any of its Subsidiaries to Business.com and/or any Newcos or any of their respective subsidiaries.

“Newco” means any new subsidiary (direct or indirect) of RHD Corp. acquired or formed by RHD Corp. after the effective date of the Support Agreement.

“Newco Senior Guarantor” means any Newco the acquisition or formation of which is accomplished, directly or indirectly, using cash or other credit support (including debt service) provided by Holdings, the Borrower or any of their respective Subsidiaries.

“Newco Subordinated Guarantor” means any Newco other than a Newco Senior Guarantor.

#### Interest Rate Swaps:

The net termination payments (the “Swap Payments”) owing under any interest rate swaps shall, except as may be required by applicable law, be treated the same as Revolving Loans and Term Loans for purposes of scheduled amortization (from and after the Effective Date), interest, prepayments and guarantee and collateral requirements.

### III. CONDITIONS

The Amended and Restated Credit Agreement will be subject to the satisfaction or waiver of conditions precedent deemed appropriate by the Administrative Agent and the Lenders, including but not limited to the following (the date on which such conditions are satisfied or waived, the “Effective Date”) and all references to the Closing Date in the Amended and Restated Credit Agreement shall be amended in the Amended and Restated Credit Agreement to refer to the Effective Date rather than the Closing Date, and all representations and warranties, covenants and events of default shall be reset and effective as of the Effective Date:

- (a) The negotiation, execution and delivery of definitive documentation (including, without limitation, satisfactory legal opinions (including, without limitation, all relevant local opinions in connection with security), a satisfactory intercreditor agreement with the lenders under the RHDI Credit Agreement and the Dex West Credit Agreement, such corporate resolutions, certificates (including, without limitation, a certification on the



Effective Date of pro forma compliance with financial covenants through the term of the Credit Agreement) and other documents as the Administrative Agent shall require, and other customary closing documents) satisfactory to the Administrative Agent and the requisite Lenders.

(b) The Administrative Agent shall have received satisfactory evidence of the completion of the debt restructuring transactions described in "Debt Restructuring" above.

(c) The Borrower shall have made a prepayment of Loans and Swap Payments (the "Paydown") in an amount equal to the sum of cash on hand as of March 31, 2009 plus cash flow generated by the Borrower and its Subsidiaries through the restructuring period plus cash repayments from RHD Service LLC repaying existing loans from the Borrower in full less minimum cash balance required for working capital needs of the Borrower and its Subsidiaries (to be equal to \$40,000,000 or such greater amount as may be agreed by the Borrower and the Lenders) less projected federal tax cash payment obligations for the 12 months subsequent to such prepayment in amounts to be agreed less scheduled amortization paid during the pendency of the Chapter 11 Cases and the Initial Prepayment (as defined below), which shall be applied to remaining installments of Revolving Loans, Tranche A Term Loans, Tranche B Term Loans and the Swap Payments ratably.

(d) Each Lender party to the Support Agreement as of 5:00 p.m., New York City time, on May 27, 2009 (as such date may be extended by agreement of the Administrative Agent and the Borrower) shall have received a fee equal to 0.25% of the Term Loans and Revolving Exposures held by such Lender as of such time (after giving effect to the Initial Prepayment).

(e) RHD Corp. and its subsidiaries as debtors and debtors in possession shall have filed cases under Chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware.

(f) The Borrower's plan of reorganization under the Bankruptcy Code, which shall authorize treatment of the Lenders on terms no less favorable to the Lenders than those set forth in this term sheet (the "Plan"), shall have been confirmed by the Bankruptcy Court pursuant to a Confirmation Order on terms and conditions reasonably satisfactory to the Lenders (the "Confirmation Order"). The Confirmation Order shall not be subject to a stay and, unless otherwise agreed to by the Administrative Agent, (i) at least 10 days shall have passed since the entry of the Confirmation Order and (ii) no appeal shall have been lodged to the Confirmation Order that in the opinion of the Administrative Agent might adversely affect any of the Loans, impair in any

material respect the post-effectiveness of the Plan or impair in any material respect the financial condition, business or prospects of RHD Corp. or any of the Loan Parties. All conditions precedent to the effectiveness of the Plan shall have been satisfied or shall be satisfied concurrently in the reasonable judgment of the Administrative Agent. Except as consented to by the Administrative Agent, the Bankruptcy Court's retention of jurisdiction under the Confirmation Order shall not govern the enforcement of the loan documentation for the Loans or any rights or remedies related thereto.

(g) The Administrative Agent shall have received evidence of Shared Services agreements entered into among RHD Corp. and its subsidiaries in form and substance satisfactory to the Administrative Agent and the requisite Lenders (including covenants limiting the activities and liabilities of RHD Service LLC).

(h) The Borrower shall have timely paid current scheduled amortization and interest (at the non-default rate) on the Loans, current fees in respect of outstanding Letters of Credit and interest in respect of the Swap Payments during the pendency of the Chapter 11 Cases and shall have paid all other fees and expenses then due and payable with respect to the Existing Credit Agreement.

(i) Substantially concurrently with the effectiveness of the Support Agreement, the Borrower shall have made a permanent prepayment of Loans in an amount equal to \$59,600,000 (the "Initial Prepayment") which shall be applied to remaining installments of Revolving Loans, Tranche A Term Loans and Tranche B Term Loans ratably.

(j) Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct on and as of the Effective Date (except in the case of representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date) and no Default or Event of Default under the Amended and Restated Credit Agreement shall have occurred and be continuing.

(k) The Lenders shall have received satisfactory evidence that the Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the loan documentation) mortgage, lien and security interest in the existing and additional collateral pledged to support the Obligations pursuant to the terms of the Amended and Restated Credit Agreement.

(l) The absence of any action, suit, investigation or proceeding

pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to (x) have a material adverse effect on the business, assets, properties, liabilities (actual and contingent), operations or condition (financial or otherwise) of RHD Corp. and the Loan Parties and their subsidiaries, taken as a whole, (y) adversely affect the ability of RHD Corp. or any Loan Party to perform its obligations under the loan documentation or (z) adversely affect the rights and remedies of the Agent or the Lenders under the loan documentation.

(m) The Borrower shall have received the repayment in full of its loan (in the sum of \$50,000,000) to RHD Service LLC made on or about March 19, 2009, and such repayment shall have been deposited in a deposit account in which the Agent (for the benefit of the Lenders) has a perfected security interest and be applied as part of Paydown.

Schedule 1 - Amortization<sup>1</sup>

Date	Revolving Loans	Tranche A Term Loans	Tranche B Term Loans
March 31, 2010	\$2,412,275	\$15,014,545	\$9,823,180
June 30, 2010	\$2,412,275	\$15,014,545	\$9,823,180
September 30, 2010	\$2,412,275	\$15,014,545	\$9,823,180
December 31, 2010	\$2,412,275	\$15,014,545	\$9,823,180
March 31, 2011	\$2,412,275	\$15,014,545	\$9,823,180
June 30, 2011	\$2,412,275	\$15,014,545	\$9,823,180
September 30, 2011	\$2,412,275	\$15,014,545	\$9,823,180
December 31, 2011	\$3,186,858	\$19,835,729	\$12,977,413
March 31, 2012	\$3,186,858	\$19,835,729	\$12,977,413
June 30, 2012	\$3,186,858	\$19,835,729	\$12,977,413
September 30, 2012	\$3,186,858	\$19,835,729	\$12,977,413
December 31, 2012	\$3,186,858	\$19,835,729	\$12,977,413
March 31, 2013	\$3,186,858	\$19,835,729	\$12,977,413
June 30, 2013	\$3,186,858	\$19,835,729	\$12,977,413
September 30, 2013	\$3,186,858	\$19,835,729	\$12,977,413
December 31, 2013	\$3,186,858	\$19,835,729	\$12,977,413
March 31, 2014	\$3,186,858	\$19,835,729	\$12,977,413
June 30, 2014	\$3,186,858	\$19,835,729	\$12,977,413
September 30, 2014	\$3,186,858	\$19,835,729	\$12,977,413
October 24, 2014	\$41,871,777	\$260,619,439	\$170,508,784

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<sup>1</sup> Assumes January 2010 Effective Date. To the extent the Effective Date occurs prior to January 1, 2010, this schedule will be modified accordingly in a mutually agreeable manner.

## Schedule 2

### Covenants Applicable to Business.com Inc. and Newco Senior Guarantors

Covenants applicable to Business.com Inc. and Newco Senior Guarantors shall be limited to:

- No limitation on sale of assets to third parties as long as net cash proceeds are applied to repay the Obligations (subject to sharing with the lenders under the RHDI Credit Agreement and the Dex West Credit Agreement) to the extent the consolidated leverage ratio at RHD Corp. is greater than or equal to 2.5x, subject to a materiality threshold to be agreed and to a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect a Permitted Investment (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex West Credit Agreement if required thereby).
- Debt to be limited with exceptions for (a) ordinary course unsecured debt (not for borrowed money), (b) purchase money debt and capital leases up to an amount to be agreed, (c) debt incurred to finance acquisitions or investments up to an amount to be agreed, (d) acquired debt in existence prior to (and not in contemplation of) any acquisition and (e) general basket of \$10 million at each applicable consolidated entity.
- Limitations on liens, subject to exceptions for (a) ordinary course liens, (b) purchase money liens and (c) acquired liens in existence prior to (and not in contemplation of) any acquisition.
- Limitations on transactions with affiliates, subject to customary exceptions to be agreed.
- Limitations on mergers or consolidations, other than (a) mergers or consolidations with Business.com Inc., any Newco Senior Guarantor or any of its or their respective subsidiaries or (b) mergers or consolidations with any Newco Subordinated Guarantor to the extent Business.com Inc. or a Newco Senior Guarantor is the surviving entity.

**EXHIBIT B**

**LIST OF DEBTORS**

Business.com, Inc.  
Dex Media East Finance Co.  
Dex Media East, Inc.  
Dex Media East LLC  
Dex Media, Inc.  
Dex Media West Finance Co.  
Dex Media West, Inc.  
Dex Media West LLC  
Dex Media Service LLC  
DonTech Holdings, LLC  
DonTech II Partnership  
Get Digital Smart.com, Inc.  
R.H. Donnelley APIL, Inc.  
R.H. Donnelley Corporation  
R.H. Donnelley Inc.  
R.H. Donnelley Publishing & Advertising, Inc.  
R.H. Donnelley Publishing & Advertising of Illinois Holdings, LLC  
R.H. Donnelley Publishing & Advertising of Illinois Partnership  
RHD Service LLC  
Work.com, Inc.

**EXHIBIT C**

**OTHER SUPPORT AGREEMENTS AND OTHER TERM SHEETS**

INTENTIONALLY DELETED



**R.H. Donnelley Corporation**  
1001 Winstead Drive  
Cary, North Carolina 27513

May 21, 2009

The Undersigned Lenders Party to the Credit Agreement  
Referred to Below

Reference is made to the Credit Agreement among Dex Media, Inc. (the "Parent"), Dex Media West, Inc. ("Holdings"), Dex Media West LLC (the "Borrower"), as Borrower, the lenders from time to time party thereto (collectively, the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), Bank of America, N.A., as Syndication Agent, Barclays Bank, PLC, Credit Suisse, Cayman Islands Branch, Deutsche Bank Trust Company Americas, Goldman Sachs Credit Partners, LP, Morgan Stanley & Co. and Wachovia Bank, National Association, as Co-Documentation Agents, and J.P. Morgan Securities Inc. and Banc of America Securities LLC, as Joint Lead Arrangers and Joint Bookrunners, dated as of June 6, 2008 (as amended, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement.

R.H. Donnelley Corporation (the "Ultimate Parent") and each of the Parent, Holdings and the Borrower and each of the other Guarantors (collectively, the "Credit Agreement Parties") and, together with the Ultimate Parent, the "RHD Parties") hereby further agree to consummate, and to cause each of their direct and indirect subsidiaries (the RHD Parties, together with their direct and indirect subsidiaries, "Debtors")<sup>1</sup> to consummate, a financial restructuring through a plan of reorganization (the "Plan") that effectuates the terms of the restructuring term sheet attached hereto as Exhibit A (the "Term Sheet") and the term sheets annexed to the Other Support Agreements (the "Other Term Sheets"), the requisite acceptances of which may be solicited after commencement of reorganization cases of the Debtors (the "Chapter 11 Cases") by filing voluntary petitions (collectively, the "Petitions") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and the approval of a disclosure statement in the Chapter 11 Cases (the "Disclosure Statement") and to use their commercially reasonable efforts to have such Plan confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), under the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the Bankruptcy Court (the federal and local rules being, the "Bankruptcy Rules").

Pursuant to this letter agreement, which, for the avoidance of doubt, shall include all exhibits annexed hereto (this "Support Agreement"), until the Termination Date (as defined below), each of the Debtors and each of the undersigned Lenders, as parties to the Credit Agreement, hereby approve and agree to: (a) support and consummate the transactions contemplated by the Term Sheet; and (b) support and agree to the Plan.

Subject to Sections 1125 and 1126 of the Bankruptcy Code (if and to the extent applicable), and so long as a Termination Event (as defined below) has not occurred, or has

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<sup>1</sup> The Debtors shall include each of the entities included in the list annexed hereto as Exhibit B.

occurred but has been duly waived or cured in accordance with the terms hereof, each Lender hereby acknowledges, consents to, and agrees to the proposed treatment of its respective allowed RHD Claims (as defined below) in the Debtors' Chapter 11 Cases as set forth in the Term Sheet.

In furtherance of the foregoing, each of the parties to this Support Agreement (collectively, the "Parties") hereby agrees to negotiate in good faith an amendment and restatement of the Credit Agreement (or, if applicable and in accordance with the Term Sheet, a new credit agreement) to be entered into as of the Effective Date (as defined below) of the Plan among, inter alia, the Parties and the Administrative Agent, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet (the "Amended and Restated Credit Agreement"), and such other definitive documentation as is necessary to consummate the transactions contemplated by the Term Sheet, on the same economic terms and otherwise in all material respects on the terms set forth in the Term Sheet and reasonably acceptable to the Administrative Agent. The Parties acknowledge that the Term Sheet does not contain all terms and detail that would be contained in the definitive documentation, and that such additional terms shall be subject to mutual agreement. None of the RHD Parties shall alter, or cause to be altered, the economic terms or any other material term of the Term Sheet or the transactions contemplated thereby in a manner that is adverse to the Lenders except in accordance with the terms hereof.

Until the Termination Date (as defined below), the undersigned Lenders hereby agree to refrain from: (a) proposing or supporting any chapter 11 plan in the Chapter 11 Cases other than the Plan; and/or (b) objecting to the Plan or taking any action directly or indirectly inconsistent with the terms and conditions of this Support Agreement or the Term Sheet or that would unreasonably delay confirmation or consummation of the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that it shall, when solicited by any of the Debtors pursuant to Sections 1125 and 1126 of the Bankruptcy Code, timely vote, and cause its affiliates and funds (solely to the extent such Lender controls such affiliate or fund) to timely vote, as appropriate, to accept the Plan, and to the extent such election is available, shall not elect on its ballot to preserve any claims that may be affected by any usual and customary releases provided for under the Plan.

Each Lender hereby agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof (i) to recommend and support confirmation of the Plan and (ii) to permit disclosure, including the contents thereof and parties thereto, of this Support Agreement in any press release, Disclosure Statement and Plan Documents (as defined below) and any other filings by the Debtors with the Bankruptcy Court or the Securities and Exchange Commission to the extent the terms of all Other Support Agreements (as defined below) are or have been previously similarly disclosed or as otherwise required by law or regulation. In addition, each Lender agrees, as long as a Termination Event (as defined below) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, that they shall not: (a) object to the Plan or Disclosure Statement or consummation of the Term Sheet or Plan or any efforts to obtain acceptance of, and to confirm and implement the Plan, or otherwise commence any proceeding to oppose any action or any of the documents needed to effectuate the Plan, including, but not limited to, any documents or agreements that are ancillary to or filed or implemented in connection with the Plan or the Disclosure Statement (collectively, the "Plan Documents"); (b) vote for, consent to, support or participate in the formulation of any other restructuring or settlement of any claims against the Debtors, any other transaction involving any Debtor, any of

their assets or any of their stock, or any plan of reorganization (with the sole exception of the Plan) or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of any of the Debtors; (c) directly or indirectly seek, solicit, support, formulate, entertain, encourage or engage in any inquiries, or discussions, or enter into any agreements relating to, any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, transaction, sale, disposition or restructuring of any of the Debtors (or any of its assets or stock) other than the Plan or as otherwise set forth in the Term Sheet; (d) take any action, directly or indirectly, including but not limited to initiating any legal proceedings, that is inconsistent with, or that would delay, prevent, frustrate or impede the approval, confirmation or consummation of, the Disclosure Statement or the Plan or the transactions outlined therein or in the Term Sheet or take any other action that is barred by this Agreement; or (e) solicit, encourage, or direct any other entity to do any of the foregoing set forth in (a), (b), (c) or (d) of this paragraph.

Each Lender further agrees that it shall not at any time, and shall cause its affiliates and funds not to (solely to the extent such Lender controls such affiliate or fund), withdraw or revoke any properly solicited vote to accept the Plan unless (i) the Plan is modified in a manner inconsistent with the Term Sheet or this Support Agreement and such modification is adverse to such Lender without such Lender's prior written consent or (ii) this Support Agreement is terminated in accordance with its terms.

The occurrence of any of the following shall be a "Termination Event": (a) 11:59 p.m. (New York City time), May 28, 2009, if the Petitions for the Debtors shall not have been filed on or before such time; (b) the consummation of the transactions contemplated by the Term Sheet and the effectiveness of the Amended and Restated Credit Agreement in accordance with its terms (which, if the transactions contemplated by the Term Sheet are effected by means of the Plan, shall be the date on which the Plan becomes effective); (c) any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise restricting, preventing or prohibiting the consummation of the transactions contemplated in the Term Sheet or the Amended and Restated Credit Agreement in a way that cannot be reasonably remedied by the Debtors; (d) upon the occurrence of any material breach of this Support Agreement by any of the Debtors, on the one hand, or any Lender, on the other hand (subject to the limitation below); (e) fifteen (15) business days after the filing of any Petition, unless the Bankruptcy Court enters an interim order under 11 U.S.C. §§ 105, 361, 362, 363 and 552 and Bankruptcy Rules 2002, 4001 and 9014 authorizing the Debtors to use cash collateral and granting adequate protection to the Lenders in form and substance reasonably satisfactory to the Administrative Agent (a "Cash Collateral Order"); (f) forty (40) days (or such additional period as agreed to by the Administrative Agent and the Debtors) after the filing of any Petition, unless the Bankruptcy Court enters a final Cash Collateral Order in form and substance satisfactory to the Administrative Agent; provided that a final Cash Collateral Order substantially consistent with the interim Cash Collateral Order shall be deemed to be acceptable to the Administrative Agent; provided further that the preceding proviso shall not limit any relief in the final Cash Collateral Order as entered by the Bankruptcy Court that is customarily considered in connection with such an order; (g) ten (10) business days after the occurrence of a "Termination Event" under any Cash Collateral Order related to any event other than an event set forth explicitly herein, unless the Bankruptcy Court enters on or before the expiration of such ten (10) day period an amendment to or new Cash Collateral Order, which (in each case) shall be in form and substance reasonably satisfactory to the Administrative Agent; (h) any of the Chapter 11 Cases shall be dismissed or converted to a chapter 7 case, or a chapter 11 trustee with plenary powers, a responsible officer, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in Sections 1106(a)(3) and (4) of the

Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases; (i) a filing by any Debtor of any motion or application or adversary proceeding (or the joinder by the Debtors in, or support by the Debtors of, any such action commenced by any other party) challenging the validity, enforceability, perfection or priority of the liens securing the Obligations under the Credit Agreement or any other cause of action against and/or with respect to the Obligations, the prepetition liens securing such Obligations, the Administrative Agent or any of the Lenders; (j) the Debtors withdraw the Plan, publicly announce their intention not to support the Plan or file any plan of reorganization and/or disclosure statement that is adverse to the Lenders under the Term Sheet; (k) any amendment, supplement or modification of any Other Term Sheet that is adverse to the Lenders without the prior written consent of the Administrative Agent; (l) 11:59 p.m. (New York City time), August 31, 2009, unless the Debtors have filed the Plan and the accompanying Disclosure Statement with the Bankruptcy Court by such time; (m) 11:59 p.m. (New York City time), October 31, 2009, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, approving the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code by such time; (n) 11:59 p.m. (New York City time), January 15, 2010, unless the Bankruptcy Court has entered an order, in form and substance reasonably satisfactory to the Administrative Agent, confirming the Plan by such date; (o) 11:59 p.m. (New York City time), January 31, 2010, unless the Debtors have substantially consummated the Plan pursuant to its terms, including, for the avoidance of doubt, the closing of the Amended and Restated Credit Agreement; (p) the termination of any Other Support Agreement in accordance with its terms; and (q) a filing by any Debtor of any motion or application or adversary proceeding (or support by the Debtors of any such action commenced by any other party) that seeks to prime the liens securing the Obligations under the Credit Agreement; provided however, that with respect to subsections (a), (e), (f), (g), (l), (m), (n) and (o) above, the Termination Date may be extended for a maximum period of 45 days in the sole discretion of the Administrative Agent (such extension period commencing from the date that would have been the Termination Date but for the granting of such extension). Each of the Parties hereby agrees to use its respective commercially reasonable efforts to cause the transactions contemplated by the Term Sheet to be consummated as soon as practicable after the date hereof, and shall not take any action to hinder the bankruptcy process.

Unless extended in accordance with the last proviso of the preceding paragraph, upon the occurrence of a Termination Event under (i) subsections (b), (c), (e), (f), (g), (h), (p) and (q) in the immediately preceding paragraph, this Support Agreement shall automatically terminate without further action; and (ii) subsections (a), (d), (i), (j), (k), (l), (m), (n) and (o) in the immediately preceding paragraph, seven business days after the Administrative Agent (on behalf of the Lenders) or the Ultimate Parent, as applicable, shall have given written notice of such breach to the breaching party and such breach shall not have been cured during such seven business days after receipt of such notice (or otherwise waived in writing by the Ultimate Parent or a majority of Lenders, as applicable), this Support Agreement shall terminate (the date of termination under clause (i) or (ii) hereof being the "Termination Date"). For the avoidance of doubt, the automatic stay arising pursuant to Section 362 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed waived or modified for purposes of providing notice hereunder.

Notwithstanding anything to the contrary in this Support Agreement, if any Lender shall breach its obligations pursuant to this Support Agreement, the Termination Date arising as a result of such act or omission shall apply only to such Lender and this Support Agreement shall otherwise remain in force and effect with respect to the RHD Parties and all such remaining Lenders.

Notwithstanding anything to the contrary in this Support Agreement, the Term Sheet or any other documents executed in connection therewith, each of the Debtors, as applicable, expressly reserves the right to cure and reinstate the RHD claims (as defined below) against the Credit Agreement Parties under Section 1124 of the Bankruptcy Code, and each of the Administrative Agent and the Lenders expressly reserve the right to contest, litigate and oppose such relief, in the event that either (i) Lenders holding in excess of two thirds (2/3) in amount and one half (1/2) in number of such claims (a) do not execute this Support Agreement or (b) to the extent that the votes of such Lenders are solicited by any of the Debtors following approval of the Disclosure Statement, do not vote to approve the Plan, or (ii) there is any Termination Date under this Support Agreement.

The Ultimate Parent, the Parent, Holdings and the Borrower agree that all lock-up agreements, plan support agreements or similar arrangements agreed to by the Ultimate Parent or any or all of its direct and indirect subsidiaries with respect to the: (i)(a) Credit Agreement, dated as of October 24, 2007, among Dex Media, Inc., Dex Media East, Inc., Dex Media East LLC, as borrower, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and (i)(b) Second Amended and Restated Credit Agreement among the Ultimate Parent, R.H. Donnelley Inc., as borrower, the lenders from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent, dated as of December 13, 2005 ((i)(a) and (i)(b) collectively, the "Bank Support Agreements") shall be, in all material respects, on the same terms and conditions as this Support Agreement or otherwise in form and substance reasonably satisfactory to the Administrative Agent; and (ii) current holders of public bonds issued by any of the Debtors (the "Bond Support Agreement", and together with the Bank Support Agreements, the "Other Support Agreements") shall not contain terms inconsistent with the treatment of the Lenders under the Term Sheet, as reasonably determined by the Administrative Agent. Copies of the Other Support Agreements, including the Other Term Sheets, are annexed hereto as Exhibit C.

The obligations of each of the Parties and the effectiveness hereof are subject to satisfaction of each of the following conditions: (a) execution and delivery of signature pages for this Support Agreement by each of the Parties; (b) receipt by the Administrative Agent of executed copies of the Other Support Agreements, and each Other Support Agreement shall have become (or substantially simultaneously herewith shall become) effective by its terms (provided, however, that the condition in this clause (b) may be waived by the Administrative Agent and the Company); (c) the receipt by the Ultimate Parent of written confirmation of the execution of this Support Agreement by Lenders holding at least two thirds (2/3) in principal amount and one half (1/2) in number of claims under or in connection with the Credit Agreement; (d) payment by Borrower to the Administrative Agent, (i) for the benefit of the Lenders who have executed and delivered to the Administrative Agent counterparts of this Support Agreement as of 5:00 p.m. (New York City time) on May 27, 2009 (as such date may be extended by agreement of the Administrative Agent and the Borrower), of consent fees as set forth in Section III(d) of the Term Sheet, and (ii) for the benefit of all Lenders, the Initial Prepayment (as defined in the Term Sheet) to be applied in accordance with Section III(j) of the Term Sheet, and (e) receipt by counsel and the financial consultant to the Administrative Agent of all outstanding fees and expenses through the date hereof and a single \$250,000 retainer (which is not evergreen in nature) for each of Simpson Thacher & Bartlett LLP, Bingham McCutchen LLP and FTI Consulting, which, to the extent not applied to fees and expenses prior to the Petition Date, shall be applied to fees and expenses incurred by such advisors and payable in accordance with any applicable Cash Collateral Order entered by the Bankruptcy Court.

Each Party severally, and not jointly, represents to each other Party that, as of the date of this Support Agreement, such Party has, and at all times thereafter until the Termination Date will have, all requisite corporate, partnership, or limited liability company power and authority to enter into this Support Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Support Agreement and that this Support Agreement is the legally valid and binding obligation of it, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws limiting creditors' rights generally or by equitable principles relating to enforceability or ruling of the Bankruptcy Court. The RHD Parties each represent that none of the material and information (other than projections which are covered exclusively by the following sentence) provided by or on behalf of the Debtors to the Administrative Agent and the Lenders in connection with the restructuring contemplated in the Term Sheet and the Other Term Sheets, when read or considered collectively, together with all information filed by any of the RHD Parties with the Securities and Exchange Commission, contains any untrue statement of a material fact or omits to state a material fact necessary in order to prevent the statements made therein from being materially misleading. With regard to any projections provided to the Lenders by the Debtors or their agents, all financial projections that have been or will be prepared by or on behalf of the RHD Parties and made available to the Lenders have been or will be prepared in good faith based upon the RHD Parties' reasonable assumptions (which assumptions may not prove to be correct). Each Lender represents to each of the other Parties that it is the legal owner of, and has the full power to vote and dispose of, the RHD Claims (as defined below), in the total amount provided on the signature page attached hereto, free and clear of all liens, encumbrances or adverse claims.

It is understood and agreed by each of the Parties that any breach of this Support Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the Parties agree that, in addition to any other remedies, each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief for any such breach, provided, however, that each of the Parties agrees to waive any requirement for the securing or posting of a bond in connection with such a remedy. The RHD Parties hereby agree that for so long as the Administrative Agent and the undersigned Lenders have not taken any action to prejudice the enforceability of this Support Agreement (including without limitation, alleging in any pleading that this Support Agreement is unenforceable), and have taken such actions as are reasonably required or desirable for the enforcement hereof, then the Administrative Agent and the undersigned Lenders shall have no liability for damages hereunder in the event a court determines that this Support Agreement is not enforceable. Notwithstanding the terms of this paragraph, in no event shall any Debtor, the Administrative Agent or the undersigned Lenders be liable for any special, indirect, incidental, punitive or consequential damages of any kind or nature whatsoever.

Each Lender hereby agrees, for so long as this Support Agreement shall remain in effect as to it, not to, and not to enter into any contract or agreement to, sell, assign, transfer, hypothecate or otherwise dispose of any claim (as defined in Section 101 of the Bankruptcy Code) arising under the Loan Documents and the Specified Swap Agreements to which such Lender may be a party to, against any of the Debtors (the "RHD Claims") unless the transferee thereof (a) agrees in writing to assume and be bound by this Support Agreement and the confidentiality provisions of the Credit Agreement, and (b) delivers such writing to the Administrative Agent and the Ultimate Parent within two business days after the relevant transfer. The RHD Parties shall acknowledge such transfer in writing within two business days and provide a copy of such acknowledgement to the Administrative Agent. By providing such writing, the RHD Parties shall be deemed to have acknowledged their obligations to such

transferee. Thereafter, such transferee shall be deemed to be a Lender for purposes of this Support Agreement. Any sale, transfer or assignment of any RHD Claim that does not comply with the procedure set forth in this paragraph shall be deemed void *ab initio*. Unless expressly stated herein, this Support Agreement shall be solely for the benefit of the Debtors, the Lenders and the Administrative Agent and no other person or entity shall be a third party beneficiary of this Support Agreement.

This Support Agreement shall in no way be construed to preclude any Lender from acquiring additional RHD Claims; provided that any such RHD Claims shall automatically be deemed to be subject to the terms of this Support Agreement.

Notwithstanding anything to the contrary herein, nothing in this Support Agreement shall require any of the Parties or any other Debtor or any of their respective directors or officers (in such person's capacity as a director or officer) to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such person's fiduciary obligations under applicable law.

This Support Agreement, including exhibits, constitutes the entire agreement of the Parties with respect to the subject matter of this Support Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Support Agreement; provided, however, that any confidentiality agreement executed by any Party hereto shall survive this Support Agreement and shall continue in full force and effect, subject to the terms thereof, irrespective of the terms hereof.

This Support Agreement and the Term Sheet are part of a proposed settlement of disputes among the Lenders, the Administrative Agent and the Debtors. Except as expressly provided in this Support Agreement, and subject to the terms of any Cash Collateral Order approved by the Bankruptcy Court, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of any of the Credit Agreement Parties, the Lenders or the Administrative Agent to protect and preserve its rights, remedies and interests, including, but not limited to, all of their rights and remedies under the Credit Agreement or any applicable Cash Collateral Order, including any such rights and remedies relating to Defaults or other events that may have occurred prior to or after the execution of this Support Agreement, any and all of its claims and causes of action against any of the Debtors or any other third parties, any liens or security interests it may have in any assets of any of the Debtors or any third parties, or its full participation in the Chapter 11 Cases. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Support Agreement or otherwise set forth in the Term Sheet are not consummated as provided herein, if a Termination Date occurs, or if this Support Agreement is otherwise terminated for any reason, the Credit Agreement Parties, the Lenders or the Administrative Agent each fully reserve any and all of their respective rights, remedies and interests under the Loan Documents, applicable law and in equity. Nothing herein shall be deemed to be an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Support Agreement.

This Support Agreement and the Term Sheet and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective representatives. This Support Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan or any plan of reorganization for the purposes

of Sections 1125 and 1126 of the Bankruptcy Code or otherwise. The Debtors will not solicit acceptances of the Plan from any Lender until such Lender has been provided with copies of a Disclosure Statement approved by the Bankruptcy Court.

Each of the Parties to this Support Agreement acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Support Agreement and the transactions contemplated by this Support Agreement. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Support Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

Each Lender hereby confirms that its decision to execute this Support Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the RHD Parties. It is hereby acknowledged by the Parties that no consideration shall be due or paid to the Lenders in exchange for their support of the Plan, in accordance with the terms and conditions of this Support Agreement, other than the obligations imposed upon the Parties pursuant to the terms of this Support Agreement.

Except as set forth in this Support Agreement, this Support Agreement and the Term Sheet may only be modified, amended or supplemented by an agreement in writing signed by the Ultimate Parent, Parent, Holdings, the Borrower and the Lenders party hereto holding at such time a majority in aggregate principal amount of the Loans; provided, however, that if the modification or amendment at issue adversely impacts the economic treatment or rights of any Lender differently than other Lenders, the agreement in writing of such Lender whose economic treatment or rights are adversely impacted in a different manner than other Lenders shall also be required for such modification or amendment to be effective.

This Support Agreement is intended to bind the Parties and inure to the benefit of the Lenders and the Debtors and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this paragraph shall be deemed to permit any transfer, or tender, vote or consent, of any claims other than in accordance with the terms of this Support Agreement.

This Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Support Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when: (a) delivered personally or by overnight courier to the following address of the other Party hereto; or (b) sent by fax to the following fax number of the other Party hereto with the confirmatory copy delivered by overnight courier to the address of such Party listed below.



If to Ultimate Parent, to:

R.H. Donnelley Corporation  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel  
Fax No.: (919) 297-1518

If to the Borrower or Guarantors, to:

Dex Media West, LLC  
1001 Winstead Drive  
Cary North Carolina 27513  
Attn: General Counsel  
Fax No.: (919) 297-1518

If to any Lender, the address set forth on its signature page.

If to the Administrative Agent, to:

JPMorgan Chase Bank, N.A.  
270 Park Avenue  
New York New York 10017  
Attn: Neil Boylan  
Fax No.: (212) 622-4556

with a copy to

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attn: Sandy Qusba, Esq.  
Morris J. Massel, Esq.  
Fax No. : (212) 455-2502

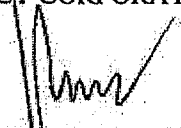
The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties, whether sounding in contract, tort or otherwise. This Support Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law provision which would require the application of the law of any other jurisdiction. By its execution and delivery of this Support Agreement, each Party hereby irrevocably and unconditionally agrees for itself that, subject to the following sentence, any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Support Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in any state or federal court of competent jurisdiction in New York County, State of New York, and by execution and delivery of this Support Agreement, each of the Parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceedings. Notwithstanding the foregoing, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction of all matters arising out of or in connection with this Support Agreement.

[SIGNATURE PAGES FOLLOW]


Please sign in the space provided below to indicate your agreement and consent to the terms hereof.

Very truly yours,

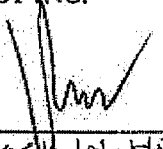
R.H. DONNELLEY CORPORATION

By:   
Name: MARK W. HIANIK  
Title: SVP, GENERAL COUNSEL

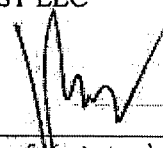
DEX MEDIA, INC.

By:   
Name: MARK W. HIANIK  
Title: SVP, GENERAL COUNSEL

DEX MEDIA WEST INC.

By:   
Name: MARK W. HIANIK  
Title: SVP, GENERAL COUNSEL

DEX MEDIA WEST LLC

By:   
Name: MARK W. HIANIK  
Title: SVP, GENERAL COUNSEL

INTENTIONALLY DELETED

**EXHIBIT A**

**TERM SHEET**

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FINANCIAL RESTRUCTURING  
Summary of Terms and Conditions

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The following summary outlines the principal terms for the restructuring of the debt of Dex Media West LLC (the "Borrower") outstanding under the Credit Agreement. Unless otherwise defined herein, terms which are defined in the Agreement to which this Exhibit is attached (the "Support Agreement") or in the Credit Agreement are so used as defined. The amendments to the Credit Agreement outlined below address only certain principal terms of the Credit Agreement and are not exhaustive (including as to conforming changes required elsewhere in the Credit Agreement).

I. DEBT RESTRUCTURING

Existing Bonds:

R.H. Donnelley Corporation's ("RHD Corp.") 6.875% Senior Notes due 2013, 6.875% Series A-1 Senior Discount Notes due 2013, 6.875% Series A-2 Senior Discount Notes due 2013, 8.875% Series A-3 Senior Notes due 2016 and 8.875% Series A-4 Senior Notes due 2017 will be converted to common equity of RHD Corp.

Dex Media Inc.'s ("DMI") 8% Senior Notes due 2013 and 9% Senior Discount Notes due 2013 will be converted to common equity of RHD Corp.

R.H. Donnelley Inc.'s ("RHDI") 11.75% Senior Notes due 2015 and the Borrower's 8.5% Senior Notes due 2010, 5.875% Senior Notes due 2011 and 9.875% Senior Subordinated Notes due 2013 will be converted to common equity of RHD Corp. and/or up to \$300,000,000 of newly issued RHD Corp. unsecured subordinated notes (the "Restructuring Notes").

The terms of the foregoing conversions are described in Exhibit C.

Existing Credit Agreements:

The obligations outstanding under RHDI's Second Amended and Restated Credit Agreement (the "RHDI Credit Agreement") dated as of December 13, 2005 will be restructured and amended as described in Exhibit C.

The obligations outstanding under Dex Media East LLC's ("Dex East") Credit Agreement (the "Dex East Credit Agreement") dated as of October 24, 2007 will be restructured and amended as described in Exhibit C.

The obligations outstanding under the Credit Agreement will be restructured and amended as set forth below.

## II. AMENDMENTS TO CREDIT AGREEMENT

The Credit Agreement will be amended and restated (as so amended and restated, the "Amended and Restated Credit Agreement") as of the Effective Date (as defined below) to reflect the following changes:

- Revolving Loans: All outstanding Revolving Loans will be converted to a new tranche of term loans, and the Revolving Commitments will be terminated. All references to "Revolving Loans" in this Exhibit shall be deemed a reference to such new tranche of term loans, as the context requires.
- Applicable Rate: The Applicable Rate will be amended to reflect an Applicable Rate for Revolving Loans, Tranche A Term Loans and Tranche B Term Loans equal to 4.5% per annum, in the case of Eurodollar Loans, and 3.5% per annum, in the case of ABR Loans, effective on the Effective Date, subject to a step-down of 0.25% if the Leverage Ratio is less than 2.75 to 1.0 and a further step-down of 0.25% if the Leverage Ratio is less than 2.50 to 1.0.
- Maturity: October 24, 2014 (for Revolving Loans, Tranche A Term Loans and Tranche B Term Loans).
- Scheduled Amortization: The Revolving Loans, Tranche A Term Loans and Tranche B Term Loans will amortize as set forth on Schedule 1 hereto.
- Incremental Facilities: The capacity for incremental facilities provided in Section 2.20 will be eliminated.
- Capital Expenditures: The Credit Agreement will be amended to include a limit on capital expenditures of \$36,000,000 per fiscal year, with a 50% non-cumulative one-year carry forward.
- Mandatory Prepayments: The mandatory prepayments in the Credit Agreement will be amended as follows (in addition to other prepayments required hereunder):
- (a) to amend the Excess Cash Flow prepayment to be equal to 65% (or 50% with respect to any fiscal year if the Leverage Ratio is equal to or less than 2.50 to 1.0 at the end of such fiscal year) of Excess Cash Flow for each fiscal year (payable on the same date as the existing Excess Cash Flow prepayment), commencing with the 2010 fiscal year. "Excess Cash Flow" will be based solely on the cash flow of the Borrower and its Subsidiaries and calculated in a manner to be agreed, including after deducting payments made with respect to the RHD Corp. Annual Cash Interest Amount (as defined below) in any year. As used herein, "Borrower's Portion of Excess Cash Flow" means the portion of Excess Cash Flow not required to be applied to prepay Loans.

(b) to include a mandatory prepayment equal to 100% of the Net Cash Proceeds of any equity or debt issuance (subject to certain exceptions to be agreed) by the Borrower or any Subsidiary and, only to the extent necessary to bring the consolidated leverage ratio of RHD Corp. and its subsidiaries on a pro forma basis after giving effect to such prepayments to less than 3.25 to 1.0, 50% (subject to sharing with lenders under the RHDI Credit Agreement and the Dex East Credit Agreement to be agreed) of the net cash proceeds of any equity issuance by RHD Corp. (other than equity issuances used to fund investments in Guarantors which are not Subsidiaries of the Borrower the proceeds of which are used to fund capital expenditures or other investments in operating assets or to fund the purchase price of any newly acquired Guarantor ("Permitted Investments") or to refinance the Restructuring Notes or any Additional Notes); and

(c) to limit the Borrower's reinvestment rights pursuant to Section 2.11(c) to an amount per fiscal year to be agreed and with a limit of not more than an amount to be agreed subject to reinvestment at any time and to decrease the carveout in the definition of "Asset Disposition" to an amount per fiscal year to be agreed.

**Application of Prepayments:**

The order of application of mandatory prepayments will be amended to provide that optional and mandatory prepayments will be applied ratably to the remaining installments of the Revolving Loans, Tranche A Term Loans and Tranche B Term Loans.

**Amendments to Covenants:**

(a) Business.com Inc. and each Newco Senior Guarantor (as defined below) will be subject to the covenants specified on Schedule 2.

(b) Section 6.01 (Indebtedness; Certain Equity Securities) will be amended as follows:

(i) to decrease the general debt basket in Section 6.01(a)(ix) to \$20,000,000;

(ii) to eliminate the securitization basket in Section 6.01(a)(x);

(iii) to eliminate the basket for subordinated debt in Section 6.01(a)(xii);

(iv) to decrease the purchase money debt basket in Section 6.01(a)(vii) to \$20,000,000;

(v) to decrease the assumed debt basket in Section 6.01(a)(viii) to \$10,000,000; and



- (vi) to eliminate the basket for subordinated debt and unsecured debt in Section 6.01(a)(xi).
- (c) Section 6.02 (Liens) will be amended to decrease the general lien basket in Section 6.02(a)(vii) to \$15,000,000.
- (d) Section 6.03 (Fundamental Changes) will be amended to eliminate the exception in Section 6.03(d) permitting the East/West Merger.
- (e) Section 6.04 (Investments, Loans, Advances, Guarantees and Acquisitions) will be amended as follows:
  - (i) to decrease the allowance of Permitted Acquisitions in Section 6.04(f) to an amount to be agreed individually and an amount to be agreed in the aggregate;
  - (ii) to eliminate the basket for intercompany investments in non-Guarantors in Section 6.04(c);
  - (iii) to decrease the general investment basket in Section 6.04(m) to \$25,000,000 in the aggregate during the term of the Credit Agreement (with no growth);
  - (iv) to permit investments with the unutilized Borrower's Portion of Excess Cash Flow in Permitted Investments; and
  - (v) to include a basket for investments structured as intercompany loans to Dex East, the proceeds of which are used to make scheduled amortization payments under the Dex East Credit Agreement, in an aggregate principal amount not exceeding \$15,000,000 in 2011, \$40,000,000 in 2012, \$40,000,000 in 2013 and \$40,000,000 in 2014; provided, that at the time any such loan is made, a responsible officer of the Borrower shall certify that on a pro forma basis after giving effect to such loan (A) the Borrower and its Subsidiaries will be compliant with the financial covenants through the remainder of the term of the Credit Agreement, (B) the Borrower and its Subsidiaries will have liquidity of at least \$25,000,000 and (C) no Default or Event of Default shall have occurred and be continuing.
- (f) Section 6.05 (Asset Sales) will be amended as follows:
  - (i) to decrease the basket in Section 6.05(h) to an amount to be agreed (with minimum 80% cash consideration); and
  - (ii) to decrease the basket for Permitted Asset Swaps in

Section 6.05(e) to an amount to be agreed.

(g) Section 6.06 (Sale and Leaseback Transactions) will be amended to limit sale and leaseback transactions to an amount to be agreed.

(h) Section 6.08(a) (Restricted Payments) will be amended as follows:

(i) to replace the basket in Section 6.08(a)(v) with an exception permitting Restricted Payments using the unutilized Borrower's Portion of Excess Cash Flow, so long as proceeds are used (x) to effect Permitted Investments, (y) to pay interest on Restructuring Notes or Additional Notes (as defined below) or (z) at any time on or after the second anniversary of the Effective Date and so long as the consolidated leverage ratio of RHD Corp. and its subsidiaries after giving effect to such repurchase is less than or equal to 3.0 to 1.0, to effect repurchases of Restructuring Notes or Additional Notes;

(ii) to decrease the general Restricted Payment basket in Section 6.08(a)(viii) to \$5,000,000 per fiscal year;

(iii) to replace the basket in Section 6.08(a)(vii) with a basket permitting Restricted Payments to pay cash interest due within ten Business Days after such Restricted Payment is made in an amount not to exceed the RHD Corp. Annual Cash Interest Amount; provided, that to the extent such interest exceeds the RHD Corp. Annual Cash Interest Amount, such excess amount shall (x) reduce the amount of Restricted Payments permitted pursuant to clause (i) above and (y) only be permitted to the extent such amount does not exceed the amount of the anticipated Borrower's Portion of Excess Cash Flow for the then current year (to be calculated and evidenced in a reasonably satisfactory manner); and

(iv) to permit Restricted Payments for employee stock repurchases, Tax Payments and Holdings expenses in a manner and subject to limitations to be agreed.

"RHD Corp. Annual Cash Interest Amount" means, for any fiscal year (or full fiscal year equivalent), an amount equal to 36% of (1) \$36,000,000 plus (2)(a) the sum of the amounts by which the cash interest amount paid by RHD Corp. on the Restructuring Notes in any fiscal year is less than the RHD Corp. Annual Cash Interest Amount for such fiscal year (the "Aggregate Carryover Amount") minus (b) the amount of the Aggregate Carryover Amount that has been used to permit

restricted payments pursuant to clause (h)(iii) above in any preceding fiscal year.

(i) Section 6.08(b) (Certain Payments of Indebtedness) will be amended as follows:

(i) to replace the basket in Section 6.08(b)(vi) with an exception permitting prepayments of indebtedness of the Borrower and its Subsidiaries using the unutilized Borrower's Portion of Excess Cash Flow; and

(ii) to eliminate the basket permitting repayments with equity proceeds in Sections 6.08(b)(vii) and (ix).

(j) Section 6.09 (Transactions with Affiliates) will be amended to (i) incorporate the Shared Services agreement specified below and (ii) provide in clause (c) thereof that, in order to be excepted from arms-length requirements, investments among affiliates must be specifically contemplated by the relevant investment basket to be made among affiliates.

(k) Section 6.15 (Parent Covenants) will be amended as follows:

(i) to apply also to RHD Corp. (with restrictions similar to those under the RHDI Credit Agreement as amended, including that RHD Corp. may not (A) make any distributions to its equity holders or (B) repurchase any Restructuring Notes or Additional Notes except, in the case of this clause (B), at any time on or after the second anniversary of the Effective Date);

(ii) to provide that RHD Corp. may not dispose of (including pursuant to a public offering or spin-off) (A) Business.com Inc. or any Newcos (as defined below) (or substantially all of the assets thereof) unless the net cash proceeds are applied to repay the Loans (subject to (x) a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect a Permitted Investment (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex East Credit Agreement if required thereby) and (y) sharing with lenders under the RHDI Credit Agreement and the Dex East Credit Agreement) or (B) RHD Service LLC; and

(iii) to provide that RHD Corp. and DMI may not incur

additional indebtedness (including guarantees) other than (A) guarantees of the Credit Agreement, the RHDI Credit Agreement and the Dex East Credit Agreement, (B) in the case of RHD Corp., the Restructuring Notes and additional notes ("Additional Notes") the proceeds of which are used to finance Permitted Investments, to prepay Loans and loans outstanding under the RHDI Credit Agreement and the Dex East Credit Agreement (subject to sharing with lenders under the RHDI Credit Agreement and the Dex East Credit Agreement) or to refinance Restructuring Notes or any Additional Notes, in each case so long as any such indebtedness is unsecured, bears interest at a prevailing market rate (or, in the case of the Restructuring Notes, at an annual cash-pay interest rate not in excess of 12%), has a maturity, and no amortization prior to, at least 6 months beyond the latest maturing secured debt of any subsidiary of RHD Corp. in existence on the Effective Date, has no financial maintenance covenants or restrictive covenants that impose limits on RHD Corp.'s ability to guarantee or pledge assets to secure the Obligations, has no mandatory prepayments or redemptions (other than customary asset sale or change in control provisions) and otherwise has covenants, representations and warranties and events of default that are no more restrictive than those existing in the prevailing market for companies with the same or similar credit ratings of RHD Corp. at such time issuing similar securities, is not guaranteed by RHD Corp.'s subsidiaries, is subordinated to the Obligations on terms satisfactory to the Lenders and is not convertible or exchangeable except into indebtedness of RHD Corp. meeting the qualifications set forth herein and (C) ordinary course exceptions customary for holding companies to be agreed.

(l) Section 6.18 (Designation of Unrestricted Subsidiaries) will be eliminated and there will be no ability to designate Unrestricted Subsidiaries.

(m) Section 5.01 (Financial Statements and Other Information) will be amended to require delivery of copies of financial statements and related information solely to the extent that such statements and information are provided to any debtholder of Business.com Inc. or of any Newco.

(n) Section 5.14 (Interest Rate Protection) will be eliminated.

(o) A new covenant will be added requiring the Borrower to maintain corporate credit and/or family ratings from Moody's and S&P as well as ratings for the facilities under the Amended

and Restated Credit Agreement.

Events of Default:

The cross default, bankruptcy and judgment events of default (Sections 7(f), (g), (h), (i) and (j)) will be amended to apply also to DMI, RHD Corp. and its subsidiaries (other than RHD but including Business.com Inc., RHD Service LLC and any Newcos and, in the case of Sections 7(h) and (i), excluding any immaterial subsidiaries).

Guarantee and Collateral Requirements:

In addition to existing guarantee and collateral requirements in the Credit Agreement, RHD Corp., DMI and RHD Service LLC will become Guarantors with substantially all of their assets pledged to the Lenders on a pari passu basis with lenders under the Dex East Credit Agreement and the RHD Credit Agreement (including the stock of Business.com Inc., RHD Service LLC, any Newcos and any joint venture interests owned by RHD Corp., DMI or RHD Service LLC, but excluding the stock of RHD). It is understood that the guarantees and collateral from such entities (other than DMI) and the covenants applicable thereto shall be substantially identical with respect to each of the Credit Agreement, the Dex East Credit Agreement and the RHD Credit Agreement.

Business.com Inc. and any Newco will be required to guarantee the Obligations. Each such guaranty by Business.com Inc., any Newco Senior Guarantor and, to the extent permitted, any Newco Subordinated Guarantor, will be secured by a pledge of stock of such Guarantor's subsidiaries and any joint venture interest owned by such Guarantor (subject to any restrictions in the applicable joint venture agreement applicable to all partners of such joint venture; in the event any such restriction exists, the parties will agree upon alternative structures, if available, to effect the economic equivalent of a pledge of the applicable joint venture interest). Each such guaranty by a Newco Subordinated Guarantor will, to the extent required by the terms of any such debt, be subordinated to any assumed debt of such Newco Subordinated Guarantor as well as any debt incurred to finance the acquisition of such Newco Subordinated Guarantor. Joint ventures will not be required to guarantee the Obligations. Notwithstanding the foregoing, no Newco Subordinated Guarantor shall be required to guarantee the Obligations to the extent such guaranty is prohibited by the terms of any acquired debt in existence prior to the acquisition of such Newco Subordinated Guarantor or any debt incurred to finance the acquisition of such Newco Subordinated Guarantor if no alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) is available that would permit such guaranty; provided, that RHD Corp. shall use its commercially reasonable efforts to amend any such acquired debt that is otherwise being amended in connection with such acquisition to permit such guaranty. If any Newco

Subordinated Guarantor is unable to guarantee the Obligations due to circumstances described in the immediately preceding sentence, then (A) RHD Corp. may only effect the acquisition of such Newco Subordinated Guarantor to the extent it provides evidence reasonably satisfactory to the Administrative Agent, and certification by a responsible officer, that RHD Corp. was unable to obtain amendments and/or alternative financing (on terms not materially less favorable taken as a whole to the applicable borrower/issuer) was not available, as the case may be, permitting such guaranty and (B) a holding company shall be formed to hold 100% of the shares of the applicable Newco Subordinated Guarantor, which holding company shall guarantee the Obligations and pledge the stock of such Newco Subordinated Guarantor to secure such guaranty.

The guaranty and security provided by any Newco (as applicable) and the lien on the stock of any Newco will be automatically released, without any consent of the lenders (or the Agent), as follows: (a) so long as no default exists and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement (subject to (x) a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect permitted reinvestments to be agreed (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex East Credit Agreement if required thereby) and (y) sharing with lenders under the RHDI Credit Agreement and the Dex East Credit Agreement), if all or a portion of the stock of such subsidiary is disposed of to a non-affiliate in an arms-length transaction (provided, that, in the case of a partial disposition, the lien of the Agent shall be released only with respect to the stock subject to such disposition and the guaranty and security of such subsidiary shall be released only if it is no longer a subsidiary of RHD Corp. following such disposition), or (b) so long as no default exists and the net cash proceeds are applied to the mandatory prepayment of the obligations to the extent required under the Credit Agreement (including the reinvestment option described above), upon a public offering or spin-off of such subsidiary (which results in such entity no longer being a subsidiary).

Transactions between the Borrower and its Subsidiaries, on the one hand, and Business.com and/or any Newcos or any of their respective subsidiaries, on the other hand, that are not part of Shared Services or other similar ordinary course transactions, must satisfy the following requirements: (a) the terms of any such transaction must not be less favorable in any material

respect than the terms it would receive in an arms-length transaction with a third party (and, in the case of any such transaction involving consideration in excess of \$50,000,000, the terms of such transaction must be confirmed as arms-length by a reputable financial institution or advisor); (b) no such transaction shall involve the transfer of ownership of any operating assets (including intellectual property rights) or personnel to Business.com and/or any Newcos or any of their respective subsidiaries; and (c) all such transactions shall result in the receipt of reasonably equivalent value by the Borrower and its Subsidiaries and no such transaction shall result in the transfer of any revenues that would otherwise be recognized by the Borrower or any of its Subsidiaries to Business.com and/or any Newcos or any of their respective subsidiaries.

“Newco” means any new subsidiary (direct or indirect) of RHD Corp. acquired or formed by RHD Corp. after the effective date of the Support Agreement.

“Newco Senior Guarantor” means any Newco the acquisition or formation of which is accomplished, directly or indirectly, using cash or other credit support (including debt service) provided by Holdings, the Borrower or any of their respective Subsidiaries.

“Newco Subordinated Guarantor” means any Newco other than a Newco Senior Guarantor.

#### Interest Rate Swaps:

The net termination payments (the “Swap Payments”) owing under any interest rate swaps shall, except as may be required by applicable law, be treated the same as Revolving Loans and Term Loans for purposes of scheduled amortization (from and after the Effective Date), interest, prepayments and guarantee and collateral requirements.

### III. CONDITIONS

The Amended and Restated Credit Agreement will be subject to the satisfaction or waiver of conditions precedent deemed appropriate by the Administrative Agent and the Lenders, including but not limited to the following (the date on which such conditions are satisfied or waived, the “Effective Date”) and all references to the Closing Date in the Amended and Restated Credit Agreement shall be amended in the Amended and Restated Credit Agreement to refer to the Effective Date rather than the Closing Date, and all representations and warranties, covenants and events of default shall be reset and effective as of the Effective Date:

- (a) The negotiation, execution and delivery of definitive documentation (including, without limitation, satisfactory legal opinions (including, without limitation, all relevant local opinions in connection with security), a satisfactory intercreditor agreement with the lenders under the RHDI Credit Agreement and the Dex East Credit Agreement, such corporate resolutions, certificates (including, without limitation, a certification on the

Effective Date of pro forma compliance with financial covenants through the term of the Credit Agreement) and other documents as the Administrative Agent shall require, and other customary closing documents) satisfactory to the Administrative Agent and the requisite Lenders.

(b) The Administrative Agent shall have received satisfactory evidence of the completion of the debt restructuring transactions described in "Debt Restructuring" above.

(c) The Borrower shall have made a prepayment of Loans and Swap Payments (the "Paydown") in an amount equal to the sum of cash on hand as of March 31, 2009 plus cash flow generated by the Borrower and its Subsidiaries through the restructuring period plus cash repayments from RHD Service LLC repaying existing loans from the Borrower in full less minimum cash balance required for working capital needs of the Borrower and its Subsidiaries (to be equal to \$40,000,000 or such greater amount as may be agreed by the Borrower and the Lenders) less projected federal tax cash payment obligations for the 12 months subsequent to such prepayment in amounts to be agreed less scheduled amortization paid during the pendency of the Chapter 11 Cases and the Initial Prepayment (as defined below), which shall be applied to remaining installments of Revolving Loans, Tranche A Term Loans, Tranche B Term Loans and the Swap Payments ratably.

(d) Each Lender party to the Support Agreement as of 5:00 p.m., New York City time, on May 27, 2009 (as such date may be extended by agreement of the Administrative Agent and the Borrower) shall have received a fee equal to 0.25% of the Term Loans and Revolving Exposures held by such Lender as of such time (after giving effect to the Initial Prepayment).

(e) RHD Corp. and its subsidiaries as debtors and debtors in possession shall have filed cases under Chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware.

(f) The Borrower's plan of reorganization under the Bankruptcy Code, which shall authorize treatment of the Lenders on terms no less favorable to the Lenders than those set forth in this term sheet (the "Plan"), shall have been confirmed by the Bankruptcy Court pursuant to a Confirmation Order on terms and conditions reasonably satisfactory to the Lenders (the "Confirmation Order"). The Confirmation Order shall not be subject to a stay and, unless otherwise agreed to by the Administrative Agent, (i) at least 10 days shall have passed since the entry of the Confirmation Order and (ii) no appeal shall have been lodged to the Confirmation Order that in the opinion of the Administrative Agent might adversely affect any of the Loans, impair in any



material respect the post-effectiveness of the Plan or impair in any material respect the financial condition, business or prospects of RHD Corp. or any of the Loan Parties. All conditions precedent to the effectiveness of the Plan shall have been satisfied or shall be satisfied concurrently in the reasonable judgment of the Administrative Agent. Except as consented to by the Administrative Agent, the Bankruptcy Court's retention of jurisdiction under the Confirmation Order shall not govern the enforcement of the loan documentation for the Loans or any rights or remedies related thereto.

(g) The Administrative Agent shall have received evidence of Shared Services agreements entered into among RHD Corp. and its subsidiaries in form and substance satisfactory to the Administrative Agent and the requisite Lenders (including covenants limiting the activities and liabilities of RHD Service LLC).

(h) The Borrower shall have timely paid current scheduled amortization and interest (at the non-default rate) on the Loans, current fees in respect of outstanding Letters of Credit and interest in respect of the Swap Payments during the pendency of the Chapter 11 Cases and shall have paid all other fees and expenses then due and payable with respect to the Existing Credit Agreement.

(i) Substantially concurrently with the effectiveness of the Support Agreement, the Borrower shall have made a permanent prepayment of Loans in an amount equal to \$62,700,000 (the "Initial Prepayment") which shall be applied to remaining installments of Revolving Loans, Tranche A Term Loans and Tranche B Term Loans ratably.

(j) Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct on and as of the Effective Date (except in the case of representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date) and no Default or Event of Default under the Amended and Restated Credit Agreement shall have occurred and be continuing.

(k) The Lenders shall have received satisfactory evidence that the Agent (on behalf of the Lenders) shall have a valid and perfected first priority (subject to certain exceptions to be set forth in the loan documentation) mortgage, lien and security interest in the existing and additional collateral pledged to support the Obligations pursuant to the terms of the Amended and Restated Credit Agreement.

(l) The absence of any action, suit, investigation or proceeding

pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to (x) have a material adverse effect on the business, assets, properties, liabilities (actual and contingent), operations or condition (financial or otherwise) of RHD Corp. and the Loan Parties and their subsidiaries, taken as a whole, (y) adversely affect the ability of RHD Corp. or any Loan Party to perform its obligations under the loan documentation or (z) adversely affect the rights and remedies of the Agent or the Lenders under the loan documentation.

(m) The Borrower shall have received the repayment in full of its loan (in the sum of \$75,000,000) to RHD Service LLC made on or about March 19, 2009, and such repayment shall have been deposited in a deposit account in which the Agent (for the benefit of the Lenders) has a perfected security interest and be applied as part of Paydown.

Schedule 1 - Amortization<sup>1</sup>

Date	Revolving Loans	Tranche A Term Loans	Tranche B Term Loans
March 31, 2010	\$439,024	\$586,585	\$4,599,390
June 30, 2010	\$565,854	\$756,043	\$5,928,103
September 30, 2010	\$565,854	\$756,043	\$5,928,103
December 31, 2010	\$565,854	\$756,043	\$5,928,103
March 31, 2011	\$565,854	\$756,043	\$5,928,103
June 30, 2011	\$565,854	\$756,043	\$5,928,103
September 30, 2011	\$565,854	\$756,043	\$5,928,103
December 31, 2011	\$565,854	\$756,043	\$5,928,103
March 31, 2012	\$565,854	\$756,043	\$5,928,103
June 30, 2012	\$692,683	\$925,501	\$7,256,816
September 30, 2012	\$692,683	\$925,501	\$7,256,816
December 31, 2012	\$692,683	\$925,501	\$7,256,816
March 31, 2013	\$692,683	\$925,501	\$7,256,816
June 30, 2013	\$692,683	\$925,501	\$7,256,816
September 30, 2013	\$692,683	\$925,501	\$7,256,816
December 31, 2013	\$692,683	\$925,501	\$7,256,816
March 31, 2014	\$692,683	\$925,501	\$7,256,816
June 30, 2014	\$692,683	\$925,501	\$7,256,816
September 30, 2014	\$692,683	\$925,501	\$7,256,816
October 24, 2014	\$78,107,317	\$104,360,054	\$818,282,629

<sup>1</sup> Assumes January 2010 Effective Date. To the extent the Effective Date occurs prior to January 1, 2010, this schedule will be modified accordingly in a mutually agreeable manner.

## Schedule 2

### Covenants Applicable to Business.com Inc. and Newco Senior Guarantors

Covenants applicable to Business.com Inc. and Newco Senior Guarantors shall be limited to:

- No limitation on sale of assets to third parties as long as net cash proceeds are applied to repay the Obligations (subject to sharing with the lenders under the RHDI Credit Agreement and the Dex East Credit Agreement) to the extent the consolidated leverage ratio at RHD Corp. is greater than or equal to 2.5x, subject to a materiality threshold to be agreed and to a right to reinvestment to be agreed in lieu of prepayment if proceeds are (a) applied (or contractually committed to be applied) within 365 days of receipt to effect a Permitted Investment (it being understood and agreed that any such contractually committed proceeds shall be so applied within 18 months of receipt) and (b) prior to such application, held in a segregated cash collateral account with a control agreement in favor of the Agent (and the agents under the RHDI Credit Agreement and the Dex East Credit Agreement if required thereby).
- Debt to be limited with exceptions for (a) ordinary course unsecured debt (not for borrowed money), (b) purchase money debt and capital leases up to an amount to be agreed, (c) debt incurred to finance acquisitions or investments up to an amount to be agreed, (d) acquired debt in existence prior to (and not in contemplation of) any acquisition and (e) general basket of \$10 million at each applicable consolidated entity.
- Limitations on liens, subject to exceptions for (a) ordinary course liens, (b) purchase money liens and (c) acquired liens in existence prior to (and not in contemplation of) any acquisition.
- Limitations on transactions with affiliates, subject to customary exceptions to be agreed.
- Limitations on mergers or consolidations, other than (a) mergers or consolidations with Business.com Inc., any Newco Senior Guarantor or any of its or their respective subsidiaries or (b) mergers or consolidations with any Newco Subordinated Guarantor to the extent Business.com Inc. or a Newco Senior Guarantor is the surviving entity.

**EXHIBIT B**

**LIST OF DEBTORS**

Business.com, Inc.  
Dex Media East Finance Co.  
Dex Media East, Inc.  
Dex Media East LLC  
Dex Media, Inc.  
Dex Media West Finance Co.  
Dex Media West, Inc.  
Dex Media West LLC  
Dex Media Service LLC  
DonTech Holdings, LLC  
DonTech II Partnership  
Get Digital Smart.com, Inc.  
R.H. Donnelley APIL, Inc.  
R.H. Donnelley Corporation  
R.H. Donnelley Inc.  
R.H. Donnelley Publishing & Advertising, Inc.  
R.H. Donnelley Publishing & Advertising of Illinois Holdings, LLC  
R.H. Donnelley Publishing & Advertising of Illinois Partnership  
RHD Service LLC  
Work.com, Inc.

**EXHIBIT C**

**OTHER SUPPORT AGREEMENTS AND OTHER TERM SHEETS**

INTENTIONALLY DELETED