

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: §
§ **CASE NO. 09-31828 (BJH)**
IDEARC INC., et al., §
§ **(Chapter 11)**
Debtors. § **(Jointly Administered)**

DECLARATION OF RONALD LENINGTON

I, Ronald Lenington, declare under penalty of perjury as follows:

1. “My name is Ronald Lenington. I am over the age of 18, am of sound mind and am fully competent to make this declaration. I am familiar with and have personal knowledge of each and every statement of fact set forth in this Declaration. Each and every statement of fact contained in the Declaration is true and correct.
2. This declaration is provided in support of the DEBTORS’ MOTION TO ASSUME CERTAIN OPERATING AGREEMENTS PURSUANT TO 11 U.S.C. § 365 AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6006 to explain why Idearc Media LLC (“Idearc”) seeks assumption of its contract with salesforce.com inc, Tata America International Corporation d/b/a TCS America (“Tata”) and Amdocs Inc. (“Amdocs”) .
3. I am the Manager of IT Applications Infrastructure for Idearc Media LLC (“Idearc”). In my position as Manager of IT Applications Infrastructure for Idearc, it is my responsibility to direct the following activities across the entire software development life cycle for Print applications:
 - Database administration
 - Application software configuration management
 - Application infrastructure support
 - Application environment support
 - Application data layer support
 - Applications service provider business relationship management.I actively support the negotiations and review of the salesforce.com and Tata contracts prior to execution. In addition, I have been the primary contact for the Amdocs contract since 2004.
4. Specifically, I manage the daily services provided under the Amdocs contract. I also initiate statements of work under this contract which include, but are not limited to, on-going support and application development. I clarify terms of the contract, and I evaluate service proposals that fall under this contract.
5. I was a support participant in the negotiation of the salesforce.com contract in the fall of 2008. Since that time, I have been the primary contact for those who have questions about the contract. I manage services and licenses provided under this contract. I have initiated statements of work related to integration services and evaluate service proposals related to this contract.
6. I managed the Print IT efforts related to the negotiation of the Tata contract in the fall of 2007. Following the execution of this contract, I have been the primary contact for those who have questions about the contract. I manage services and licenses provided under this contract. I have initiated statements of work related to on-going support and application development and evaluate

service proposals related to this contract. The Tata contract covers both IT and Publishing services, but this declaration is limited to IT services.

7. Amdocs provides on-going infrastructure support for Idearc's core print business computing applications. These services are required to keep Idearc's print sales, graphics, publishing and billing applications running. If the contract was terminated, it is not likely that we could quickly find another company who could provide these services because the work is to support proprietary Amdocs software. If these services were not provided, these applications could cease to function, leaving Idearc with no means to record sales, publish directories, and bill customers. Pricing rates are comparable to rates charged by large domestic software suppliers providing on-site support services and specialized custom development services for proprietary code. It is essential that Idearc receive uninterrupted services from Amdocs as Idearc cannot continue its Print business should the Amdocs selling, publishing and billing systems fail.
8. Salesforce.com is a Software as a Service (SaaS) provider, delivering hardware, software, and network computing resources in support of Idearc's sales teams & sales management. Salesforce.com is the single repository of this information within Idearc. These services are required to manage daily sales activities:
 - o Lead and opportunity management;
 - o Pipeline management; and
 - o Daily reporting.

If these services were not provided, Idearc sales teams and sales management would not have access to these applications and would require significant work to re-establish manual tracking and reporting which has been significantly reduced or eliminated through the implementation of Idearc's new CRM (Client Relationship Management) system. Idearc pays market rates for services under this contract. My experience and survey of the marketplace indicate that rates are comparable to rates charged by other large software suppliers providing such services. In addition, Idearc has engaged in significant negotiations with multiple providers prior to the selection of the salesforce.com tool. It is essential that Idearc receive uninterrupted services from salesforce.com as Idearc would not have visibility into the sales pipeline activity needed to accelerate sales. This contract is on a subscription basis, which means that termination of this contract would immediately stop operational sales activity tracking.

9. Tata provides on-going database administration and software configuration management support of Idearc's print computing applications. These services are required to keep Idearc's print sales, graphics, publishing, and billing applications running. If these services were not provided, these applications could cease to function, leaving Idearc with no means to record sales, publish directories, and bill customers. Since many of these services are provided from off-shore, rates under this contract are significantly below domestic market rates. It is essential that Idearc receive uninterrupted services from Tata as Idearc cannot continue its print business should the selling, publishing, and billing systems fail because of lack of support from Tata.
10. Idearc currently owes the following amounts to each vendor for services performed prior to March 31, 2009 (the "Petition Date"):
 - Amdocs \$303,352.12
 - Tata \$274,430.57
 - salesforce.com \$33,968.94

11. The contracts are in writing and executed. The contracts are still active. The effective date of the salesforce.com contract was October 13, 2008, and the term is perpetual. The effective date of the Tata contract was November 1, 2007, with an expiration date of December 31, 2009. The effective date of the Amdocs contract was January 1, 2001, with an expiration date of December 31, 2011.

12. Idearc intends to continue to perform in accordance with its agreement with salesforce.com, Tata and Amdocs, and there is no need for further assurance of Idearc's performance.
13. Based on the facts set forth herein, Idearc has determined that assumption of the Amdocs, Tata and salesforce.com contracts is in the best interest of the company, its creditors and customers."

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 20, 2009.

/s/ Ronald Lenington