

PREPARED, AND  
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AFTER RECORDING, MAIL TO:

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SECOND LIEN MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING  
(THIS "MORTGAGE")

**MORTGAGOR:**

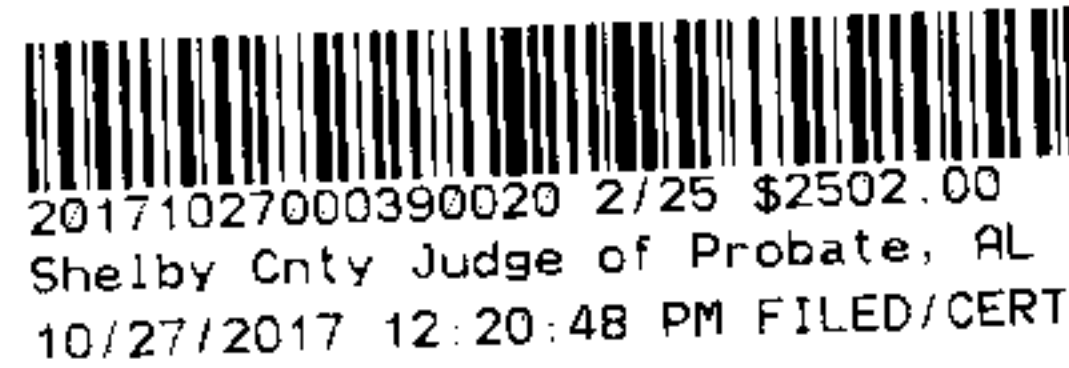
YP ADVERTISING & PUBLISHING, LLC,  
a Delaware limited liability company

and

**MORTGAGEE:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
DATE: OCTOBER 25, 2017

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN  
ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF  
ALABAMA.**



THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "**Mortgage**") is made and entered into as of the \_\_\_\_ day of October, 2017, by and between YP ADVERTISING & PUBLISHING, LLC., a Delaware limited liability company, with an address at 2200 West Airfield Drive, DFW Airport, Texas 75261 (the "**Mortgagor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as the Administrative Agent for the "Secured Parties" under the Junior Credit Agreement (as such terms are defined therein) referenced below, with an address at 100 Park Avenue, 14<sup>th</sup> Floor, New York, New York 10017 (in such capacity, the "**Mortgagee**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of July 29, 2016 (the "**Senior Credit Agreement**", as the same may be amended, restated, supplemented or otherwise modified from time to time), by and among DEX MEDIA, INC., a Delaware corporation as the debtor therein, formerly known as R.H. DONNELLEY, INC., and WILMINGTON TRUST, N.A., as Administrative Agent (the "**Senior Credit Administrator**") for all those other entities collectively defined therein as "Lenders" (collectively, the "**Senior Credit Lenders**");

WHEREAS, the indebtedness secured by the Senior Credit Agreement is sometimes hereinafter referred to as the "**Senior Indebtedness**";

WHEREAS, reference is also made to that certain Credit Agreement dated December 15, 2016 (the "**Junior Credit Agreement**", as the same may be amended, restated, supplemented or otherwise modified from time to time), by and among DEX MEDIA, INC., a Delaware corporation, as the debtor therein, formerly known as R.H. DONNELLEY, INC., as parent, and for and on behalf of itself and all those other entities collectively defined therein as "Borrowers", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, WELLS FARGO BANK, NATIONAL ASSOCIATION and PNC BANK, N.A., as Joint Lead Arrangers, Joint Book Runners, and Co-Collateral Agents, PNC BANK, N.A., as Syndication **Agent**, and all those other entities collectively defined therein as "Lenders";

WHEREAS, the indebtedness secured by the Junior Credit Agreement is sometimes hereinafter referred to as the "**Junior Indebtedness**";

WHEREAS, reference is also made to that certain Intercreditor Agreement dated December 15, 2016, by and among Wells Fargo Bank and the Senior Credit Administrator, in its capacity as Administrative Agent under the Senior Credit Agreement, and in its capacity as collateral agent under the Senior Credit Agreement, and each of its successors and assigns in such capacity (the "**Intercreditor Agreement**");

WHEREAS, Grantor will receive substantial benefit from the execution, delivery, and performance of this Mortgage;

WHEREAS, the Grantor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Junior Credit Agreement obligates the Grantor to execute and deliver this Mortgage to the Mortgagee.



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WITNESSETH:

The Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to Mortgagee and Mortgagee's successors and assigns, WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit of Mortgagee and its successors and assigns, a continuing second-lien security interest in and to, and lien upon, all of the Mortgagor's right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All that tract or parcel of land and other real property interests in Shelby County, Alabama, located at 200 Missionary Ridge, Birmingham, Alabama 35242, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**"), and all of the Mortgagor's right, title and interest in and to rights now or hereafter acquired appurtenant thereto, including easement rights, development rights or credits and air rights, all water and water rights (whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affects the Land, all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land and all royalties and profits from any such rights or shares of stock, all right, title, and interest of Mortgagor in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Mortgagor now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Land; and

(b) All buildings, structures, and improvements of every kind and description now or hereafter erected or placed on the Land (the "**Improvements**") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Land and Improvements (collectively, the "**Fixtures**"), and all articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto), and all warranties and guaranties related thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner, all certificates of deposit of Mortgagor's in Mortgagee's possession and all bank accounts of Mortgagor with Mortgagee and their proceeds, and all deposits of Mortgagor with any governmental authority and/or public utility company that relate to the ownership of the Land or the Improvements (the "**Tangible Personalty**") and any leases of, deposits in connection with, and all proceeds of the Tangible Personalty, and all appurtenances to the Land (the "**Appurtenances**") and any leases of, deposits in connection with, and all proceeds of any sale or transfer of any of the foregoing, and products of the Land, including casualty and condemnation proceeds (collectively, the "**Proceeds**") and the right, title and interest of Mortgagor in and to any of the equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code as adopted and



as in effect in the state in which the Premises are located, as amended and recodified from time-to-time (the "UCC") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "**Premises**").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to any liens not prohibited by the Junior Credit Agreement (collectively, the "**Permitted Liens**"), to the Mortgagee and the Mortgagee's successors and assigns for the benefit of the Mortgagee and the Mortgagee's successors and assigns to secure the Indebtedness (hereinafter defined) and other obligations herein recited and upon this special trust; provided that, should (i) the Indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the obligations secured hereby be timely and fully discharged and the obligations be satisfied in full or (ii) the conditions set forth in the Junior Credit Agreement for the release of this Mortgage be fully satisfied (in Mortgagee's sole discretion), the lien and security interest of this Mortgage shall cease and terminate and Mortgagee or its successor or assign shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and virtue.

As additional security for said Indebtedness, the Mortgagor hereby conditionally assigns to the Mortgagee all present and future leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, franchise agreements, access agreements and any other agreements (collectively, "**Leases**") including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof, whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any real property, and all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts that in any way relate to the use, occupancy, operation, maintenance, enjoyment, or ownership of the Premises ("**Operating Agreements**"), and all security deposits, rents, issues, profits, revenues, income, proceeds, royalties, license fees, prepaid municipal and utility fees, bonds, and other benefits to which Mortgagor or the record title owner of the Land or the Improvements may now or later be entitled from or which are derived from the Premises, including, without limitation, sale proceeds of the Premises; any room or space sales or rentals from the Premises; and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Premises from time to time accruing (the "**Rents and Profits**") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing and subject to the terms of the Junior Credit Agreement, so long as no Event of Default (as defined in Article III) shall exist, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default) to collect, but not prior to accrual, all Rents and Profits. To the extent that the Junior Credit Agreement and the "**Loan Documents**" (used herein as such term is defined therein) expressly permit the cure of an Event of Default, then in the event that Mortgagor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

The Mortgagor irrevocably appoints Mortgagee as its true and lawful attorney-in-fact, at its option at any time and from time to time following the occurrence and during the continuance of an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Mortgagor or otherwise, for Rents and Profits and apply the same to the Indebtedness as provided in the Junior Credit Agreement, subject to the terms and provisions of the Intercreditor Agreement. Mortgagor hereby irrevocably authorizes and directs the lessees under the Leases and the Operating

Agreements and any operator and manager of the Premises to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any Rents and Profits or other sums which may at any time become due or payable from the Premises or under the Leases and/or Operating Agreements, or for the performance of any of the lessees' or occupants' undertakings under the Leases and/or Operating Agreements or any other agreements pertaining to the Premises, and the lessees, occupants, managers, operators, licensors shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the lessees, occupants, managers, operators, licensors, and others from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee.

To the extent permitted by law, upon the occurrence of any Event of Default, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness or the solvency of the Mortgagor, enter upon and take possession of the Premises or any part thereof, in its own name, sue for or otherwise collect Rents and Profits including those past due and unpaid, and, apply the same, less costs and expenses of operation and collection, including attorneys' fees and disbursements, to the payment of the Indebtedness as provided in the Loan Documents, and in such order as Mortgagee may determine, subject to the terms and provisions of the Junior Credit Agreement. The collection of Rents and Profits or the entering upon and taking possession of the Premises or any part thereof, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice thereof or invalidate any act done in response to such Event of Default or pursuant to notice thereof.

As additional collateral and further security for the Indebtedness, the Mortgagor does hereby assign to Mortgagee and grants to Mortgagee a security interest in all of the right, title and the interest of the Mortgagor in and to any and all insurance policies and proceeds thereof and any and all Leases (including equipment leases), rental agreements, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises, and all tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Premises, and all accounts, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items, in each case relating solely to the Premises (the "**Intangible Personalty**") or any part thereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance reasonably satisfactory to the Mortgagee, as may hereafter be requested by the Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Mortgagor as licensee, lessee or otherwise, to the extent that (a) such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (b) such consent has not been obtained; provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such



personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. Mortgagor hereby grants to Mortgagee and Mortgagee's successors and assigns as security for the Indebtedness a security interest in (i) the Tangible Personalty, (ii) the Fixtures, (iii) the Leases, Operating Agreements, and Rents and Profits and (iv) the Intangible Personalty, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Mortgagee. In that regard, the Mortgagor grants to the Mortgagee all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Mortgagor covenants, represents and agrees as follows:

## ARTICLE 1

### Indebtedness Secured

1.1. Junior Credit Agreement; Subordinate to Senior Indebtedness. This Mortgage is given to secure the payment and performance by the Mortgagor and the Borrowers named therein, of (a) the full and prompt payment of all obligations at any time owing under the Junior Credit Agreement, (b) the payment and performance of all provisions, fees and charges of the Mortgagor as contained in this Mortgage and the Loan Documents, (c) any costs or expenses incurred at any time by the Mortgagee pursuant to the provisions of this Mortgage, or any of the Loan Documents or under applicable law, and (d) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing. The indebtedness, amounts and other obligations referred to in this Section 1.1, whether now existing or hereafter arising, is collectively referred to as the "**Indebtedness**". NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MORTGAGEE ACKNOWLEDGES AND AGREES THAT THE LIEN AND SECURITY INTEREST GRANTED TO MORTGAGEE PURSUANT TO THIS SECOND LIEN OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND THE EXERCISE OF ANY RIGHT OR REMEDY BY MORTGAGEE HEREUNDER ARE (A) SUBJECT AND SUBORDINATE TO THE LIEN AND SECURITY INTEREST ARISING UNDER THE "SENIOR CREDIT AGREEMENT," AS SUCH TERM IS DEFINED HEREIN, WHICH IS NOW OR HEREAFTER HELD BY OR ON BEHALF OF WILMINGTON TRUST, N.A., AS ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE LENDERS UNDER THE SENIOR CREDIT AGREEMENT (THE "**SENIOR CREDIT LENDERS**"), OR THE SENIOR CREDIT LENDERS AND (B) SUBJECT TO THE PROVISIONS OF THE JUNIOR CREDIT AGREEMENT (AS DEFINED HEREINABOVE). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE JUNIOR CREDIT AGREEMENT AND THIS SECOND LIEN OPEN-END MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, THE TERMS OF THE JUNIOR CREDIT AGREEMENT SHALL GOVERN AND PREVAIL.

1.2. Future Advances. This Mortgage shall secure the aforementioned Indebtedness, including, without limitation, future advances whenever hereafter made with respect to or under the Junior Credit Agreement or the other Loan Documents, and shall secure not only Indebtedness with respect to presently existing indebtedness under the Junior Credit Agreement or the other Loan Documents, but also any and all

other indebtedness which may hereafter be owing to the Secured Party (as defined below) under the Junior Credit Agreement or the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Junior Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Party, or otherwise, and any extensions, refinancings, modifications or renewals of all such Indebtedness whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

1.3. Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be, secured at the date hereof or at any time hereafter by this Mortgage is Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by Mortgagee by reason of any default by Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby. Mortgagee shall have the right, but not the obligation, to make such protective advances with respect to the Land for the payment of taxes, assessments, insurance premiums, and costs incurred in the protection of the Land.

1.4. Last Dollar Secured. This Mortgage secures only a portion of the Indebtedness owing or which may become owing by Mortgagor. The parties agree that any payments or repayments of such Indebtedness by Mortgagor shall be and be deemed to be applied first to the portion of the Indebtedness that is not secured hereby, it being the parties' intent that the portion of the Indebtedness last remaining unpaid shall be secured hereby.

1.5. No Release. Nothing set forth in this Mortgage shall relieve Mortgagor from the performance of any term, covenant, condition or agreement on Mortgagor's part to be performed or observed under or in respect of any of the Land or from any liability to any person under or in respect of any of the Land or shall impose any obligation on Mortgagee or any other secured party to perform or observe any such term, covenant, condition or agreement on Mortgagor's part to be so performed or observed or shall impose any liability on Mortgagee or any other secured party for any act or omission on the part of Mortgagor relating thereto or for any breach of any representation or warranty on the part of Mortgagor contained in this Mortgage or any other Loan Document, or under or in respect of the Land or made in connection herewith or therewith. The obligations of Mortgagor contained in this Section shall survive the termination hereof and the discharge of Mortgagor's other obligations under this Mortgage or the other Loan Documents.

## ARTICLE II

### Mortgagor's Covenants, Representations and Agreements

Mortgagor hereby represents and warrants as of the date of this Mortgage as follows:

2.1 Capacity. Mortgagor has the full power, authority, and legal right to execute and deliver, and to perform and observe the provisions of this Mortgage and to carry out the transactions contemplated hereby.

Mortgage, Security Agreement, Assignment of Leases and Rents & Fixture Filing

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2.2 Authority and Enforceability. Mortgagor's execution, delivery, and performance of this Mortgage have been duly authorized by all necessary corporate or other organizational action. This Mortgage, when executed and delivered by Mortgagor, shall constitute the legal, valid, and binding obligations of Mortgagor enforceable in accordance with their respective terms.

2.3 Compliance With Other Instruments. The execution and delivery of this Mortgage and compliance with its terms do not and shall not require any registration with, consent, or approval of, notice to, or any action by any person or governmental authority, and shall not result in a breach of any of the terms or conditions of, or result in the imposition of, any lien, charge, or encumbrance (except as created by this Mortgage) on any properties of Mortgagor, or constitute a default (with due notice or lapse of time or both) or result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which Mortgagor is a party or by which Mortgagor or its properties may be bound or affected except, in each case other than the creation of a lien, for such breaches, defaults and occurrences that would not reasonably be expected to result in a Material Adverse Effect. For purposes of this Mortgage, "**Material Adverse Effect**" shall mean (a) a material adverse effect on the business, property, results of operations or financial condition of the Mortgagor, (b) a material impairment of the ability of the Mortgagor to fully and timely perform any of its material obligations under this Mortgage, (c) a material impairment of the material rights of or benefits or remedies available to the Mortgagee under this Mortgage or (d) a material adverse effect on the validity, enforceability, perfection or priority of the lien created by this Mortgage.

2.4 Litigation. There are no actions, suits, investigations, or proceedings pending or, to Mortgagor's knowledge after due inquiry and investigation, threatened against or affecting Mortgagor at law or in equity, before or by any person or governmental authority, that, if adversely determined, would have a material adverse effect on the validity or enforceability of this Mortgage.

2.5 Title to Property: Zoning. The Mortgagor represents and warrants to the Mortgagee (a) that it owns the Land and the Improvements and has good and marketable fee simple title to the Land, the Improvements and the Fixtures and title to the same is free and clear of all liens and encumbrances except for the Permitted Liens, and it has the right to encumber and convey the Land, Improvements, Fixtures and Appurtenances, (b) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens and (c) that it will warrant and defend the title to such property against the claims of all persons except for the Permitted Liens. As to the balance of the Premises, the Leases, the Operating Agreements, Rents and Profits and the Intangible Personalty, the Mortgagor represents and warrants that it will defend such property against the claims of all persons subject to the Permitted Liens. Adequate water, telephone, gas and electrical supply, storm and sanitary sewerage or septic facilities, as required, and any other required public utilities are available for the Premises as necessary for its current use. Adequate means of access as necessary for its current use exist between the Premises and public streets for pedestrians and motor vehicles.

2.6 Taxes and Fees. Mortgagor has filed or caused to be filed all material tax returns that are required to be filed by Mortgagor under the governmental requirements of each governmental authority with taxing power in respect of the Premises, and Mortgagor has paid, or made provision for the payment of, all material taxes, general and special assessments, permit fees, inspection fees, user fees, license fees, water and sewer charges, and franchise fees lawfully levied, imposed or asserted by the United States of America or any state, county, municipality or other taxing authority upon the Mortgagor in respect of the Premises or any charge which, if unpaid, would become a lien or charge upon the Premises prior to or equal



to the lien of this Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in the distribution of the proceeds of any foreclosure sale of the Premises (collectively, "**Governmental Assessments**"). The Mortgagor will pay prior to delinquency all Governmental Assessments and all insurance premiums due and payable in connection with maintaining the insurance as required by the terms and conditions of the Junior Credit Agreement (and the Mortgagor, as and when required pursuant to the terms of the Junior Credit Agreement, will submit to the Mortgagee receipts evidencing said payments). The Mortgagor shall also pay all taxes, recording fees and all other reasonable costs and expenses, if any, due or payable in connection with the execution, delivery and/or recording of this Mortgage, and all state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of this Mortgage or any security agreement or deed of trust supplemental hereto or any instruments of further assurance related hereto, and in connection with any advance secured by this Mortgage.

**2.7 Reimbursement.** Subject to any right of the Mortgagor set forth in the Loan Documents to contest any tax assessment or charge, the Mortgagor agrees that if it shall fail to pay on or before the date that the same become delinquent any Governmental Assessment or any utility charge, whether public or private, or any insurance premium, on or prior to the cancellation date of such insurance, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other material charge or fee required to be paid pursuant to this Mortgage, then the Mortgagee, at its option, may pay or procure the same and will give the Mortgagor prompt notice of any such expenditures. The Mortgagor will reimburse the Mortgagee within thirty (30) days of demand for any sums of money paid by the Mortgagee pursuant to this Section, together with interest on each such payment at the rate of default stated in the applicable Loan Document, and all such sums and interest thereon shall be secured hereby.

**2.8 Additional Documents.** The Mortgagor agrees to execute and deliver to the Mortgagee, upon the reasonable request of the Mortgagee from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Mortgagor hereby authorizes the Mortgagee to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Mortgagee may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted in this Mortgage in accordance with the UCC.

**2.9 Sale or Encumbrance.** Except as not prohibited by the Loan Documents, the Mortgagor will not sell, encumber or otherwise dispose of any of the Tangible Personalty except to incorporate such into the Improvements or replace such with goods of quality and value at least equal to that replaced. In the event the Mortgagor sells or otherwise disposes of any of the Tangible Personalty other than as permitted above, the Mortgagee's security interest in the proceeds of the Tangible Personalty shall continue pursuant to this Mortgage.

**2.10 Insurance Proceeds.** Subject to the provisions of the Junior Credit Agreement, the Mortgagor assigns to the Mortgagee any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Mortgagor is entitled. Notwithstanding the foregoing, any proceeds from any taking under power of eminent domain or similar proceeding and any insured loss shall be applied as provided in the Intercreditor Agreement.

**2.11 Eminent Domain.** Subject to the provisions of the Junior Credit Agreement, the Mortgagor assigns to the Mortgagee any proceeds or awards which may become due by reason of any condemnation

or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Mortgagor is entitled. Notwithstanding the foregoing, any proceeds from any taking under power of eminent domain or similar proceeding and any insured loss shall be applied as provided in the Intercreditor Agreement. The Mortgagor agrees to execute such further assignments and agreements as may be reasonably required by the Mortgagee to assure the effectiveness of this Section. In the event any governmental authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Mortgagor shall promptly notify the Mortgagee of such requirements or commencement of proceeding (for demolition, condemnation or other taking).

2.12 Transfer of Premises. Except as not prohibited by the Loan Documents, the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises, the Rents and Profits or the Intangible Personalty or any part thereof or any interest therein or engage in subordinate financing with respect thereto during the term of this Mortgage without the prior written consent of the Mortgagee.

2.13 Compliance with Law. The execution and delivery of this Mortgage do not create any lien or charge under any provision of any applicable law to which it is subject, and do not conflict with, result in a breach or default under, or create any lien or charge under any provision of any applicable law to which it is subject and shall not violate any applicable law to which it is subject except for conflicts, breaches, defaults and violations or the creation of such liens or that would not reasonably be expected to result in a Material Adverse Effect.

2.14 Security Agreement.

(a) Insofar as the Fixtures and Tangible Personalty referred to or described in this Mortgage are in any way connected with the use and enjoyment of the Premises, this Mortgage is hereby made and declared to be a security agreement, encumbering each and every Fixture and Tangible Personalty included herein, and Mortgagor grants to Mortgagee a security interest in its right, title and interest in and to the Fixtures and Tangible Personalty described in compliance with the provisions of the UCC. A financing statement or statements reciting this Mortgage to be a security agreement, affecting all of said Fixtures and Tangible Personalty aforementioned, may be appropriately filed by Mortgagee. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at Mortgagee's sole election. The Mortgagor and the Mortgagee agree that the filing of such financing statement(s) in the records normally having to do with Fixtures and Tangible Personalty shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Mortgagor and the Mortgagee that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the Improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any fire or hazard insurance policy or (bb) any award in eminent domain proceedings for a taking or for loss of value




or (cc) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagor or the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Mortgagee in the event any court shall at any time hold with respect to the foregoing (aa) or (bb) or (cc), that notice of the Mortgagee's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Loan Documents, the Loan Documents shall govern.

(b) (i) The name and address of the "**Debtor**" (which is the Mortgagor) are as set forth in Section 6.2 hereof, (ii) the name and address of the "**Secured Party**" (which is the Mortgagee) are as set forth in Section 6.2 hereof, (iii) a statement indicating the types, or describing the items, of collateral is set forth hereinabove, (iv) some or all of the fixtures, equipment and other property described herein is or may become fixtures and (v) the Debtor is the record owner of the real estate described in Exhibit A attached hereto. Mortgagor warrants that Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage.

2.15 Environmental Matters. Mortgagor has provided representations, warranties and covenants regarding environmental matters set forth in the Junior Credit Agreement and Mortgagor shall comply with the aforesaid covenants regarding environmental matters.

### ARTICLE III

#### Events of Default

  
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As used herein, "Event of Default" shall have the meaning assigned to such term in the Junior Credit Agreement.

### ARTICLE IV

#### Foreclosure

4.1 Acceleration of Secured Indebtedness Foreclosure. If an Event of Default exists, the power of sale granted to Mortgagee under this Mortgage shall be rendered operative and the entire balance of the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, shall, at the option of the Mortgagee, become immediately due and payable. Upon failure to pay the Indebtedness or reimburse any other amounts due under the Loan Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Mortgagee at law or in equity, the Mortgagee may do any of the following:

(a) Give such notice of default and of election to cause the Premises (together with the Rents and Profits, and all other property subject to this Mortgage) to be sold as may be required by law or as may be necessary to cause the Mortgagee to exercise the power of sale granted herein. The Mortgagee shall then record and give notice of such sale as then required by law and, after the expiration of such time as may be required by law, may sell the property subject to this Mortgage at the time and place specified in

the notice of sale, as a whole or in separate parcels as directed by the Mortgagee, or by the Mortgagor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, all in accordance with applicable law.

The Mortgagee, from time to time, may postpone or continue the sale of all or any portion of the property subject to this Mortgage by public declaration at the time and place last appointed for the sale. No other notice of the postponed sale shall be required except as required by applicable law. Upon any sale, the Mortgagee shall deliver its deed conveying the property sold, without any covenant or warranty, express or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof. Any person, including the Mortgagor or the Mortgagee, may purchase at the sale.

(b) Commence proceedings for foreclosure of this Mortgage in the manner provided by law for the foreclosure of a real property mortgage or Mortgage. Such sale shall be made in accordance with the applicable provisions of Alabama Code 35-10-1, et seq., as amended, or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of real property under powers of sale conferred by mortgages or deeds of trust relating to the sale of real estate or by the UCC relating to the sale of collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same.

4.2 Waiver. To the extent permitted by applicable law, the Mortgagor hereby waives any statutory right of redemption in connection with any foreclosure proceeding.

4.3 Proceeds of Sale. After deducting all reasonable costs, fees and expenses of Mortgagee, including, without limitation, costs of evidence of title and actual and customary attorneys' fees of Mortgagee in connection with a sale, the proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Loan Documents subject to any applicable provisions of applicable law.

## ARTICLE V

### Additional Rights and Remedies of the Mortgagee

5.1 Rights Upon an Event of Default. If an Event of Default exists, the power of sale granted to Mortgagee under this Mortgage shall be rendered operative and the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence, willful misconduct or criminal misconduct, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into Leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage or the Loan Documents, or to aid the execution of



any power herein granted; and (g) generally, supervise, manage, and contract with reference to the Premises as if the Mortgagee were equitable owner of the Premises. Notwithstanding the occurrence of an Event of Default or acceleration of the Notes, the Mortgagee shall continue to have the right to pay money for the purposes described in the Loan Documents, and all such sums and interest thereon shall be secured hereby. The Mortgagor also agrees that any of the foregoing rights and remedies of the Mortgagee may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Junior Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full.

**5.2 Appointment of Receiver.** If an Event of Default exists, the Mortgagee shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute Leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, the Mortgagee shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of the Mortgage to the Mortgagee to the fullest extent permitted by law.

**5.3 Due on Sale or Encumbrance.** If the Premises or any interest therein, or if any portion of the corporate stock, general partnership interests or limited liability company interests in Mortgagor (except as otherwise not prohibited by the Loan Documents), shall be sold, transferred, mortgaged, assigned, encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Mortgagee, then Mortgagee, in its sole discretion, may declare all Indebtedness immediately due and payable.

**5.4 Power to File Notices and Cure Defaults.** If an Event of Default exists, Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to the Leases and/or Operating Agreements and payments in favor of the grantee of any such deed, as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights

in or to any of the collateral, and (d) upon the occurrence and during the continuation of an event, act or omission which, with notice or passage of time or both, would constitute an Event of Default, Mortgagee may perform any obligation of Mortgagor hereunder; provided, however, that: (i) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee and (ii) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.5 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Mortgagee stated anywhere in the Notes, this Mortgage, or any of the other Loan Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Notes, or any of the other Loan Documents are cumulative and may, at the election of the Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.6 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.


5.7 Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Notes and any other Indebtedness secured hereby or to require the Mortgagee to pursue its remedies against any other such assets.

5.8 Protection of Premises. Upon the occurrence and during the continuance of an Event of Default (except in the case of an emergency, in which event Mortgagee may act without the existence of an Event of Default), the Mortgagee may take such actions, including, but not limited to disbursements of such sums, as Mortgagee in its sole reasonable discretion deems necessary to protect Mortgagee's interest in the Premises.

## ARTICLE VI

### General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "**Mortgagee**" shall include any payee of the Indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

  
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Mortgage, Security Agreement, Assignment of Leases and Rents & Fixture Filing

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6.2. Notices. All notices, requests and other communications shall have been duly given and shall be effective (a) when delivered by hand, (b) when transmitted via telecopy (or other facsimile device) to the number set out herein, (c) upon receipt when prepaid and sent by a reputable national overnight air courier service, or (d) upon receipt when sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or telecopy numbers set forth below, or at such other address as such party may specify by written notice to the other parties hereto; provided, however, that if any notice is delivered on a day other than a Business Day, or after 5:00 P.M. on any Business Day, then such notice shall not be effective until the next Business Day.

To the Mortgagor/Debtor:

YP Advertising & Publishing, LLC  
2200 West Airfield Drive  
DFW Airport, Texas 75261  
Attn: Raymond R. Ferrell, Esq.  
Vice President, General Counsel and Secretary

Telephone: (972) 453-7100  
Facsimile: (972) 453-6869

with a copy to:

Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
Attn: Ryan Searfoorce, Esq.

Telephone: (713) 651 5382  
Facsimile: (713) 651 5246

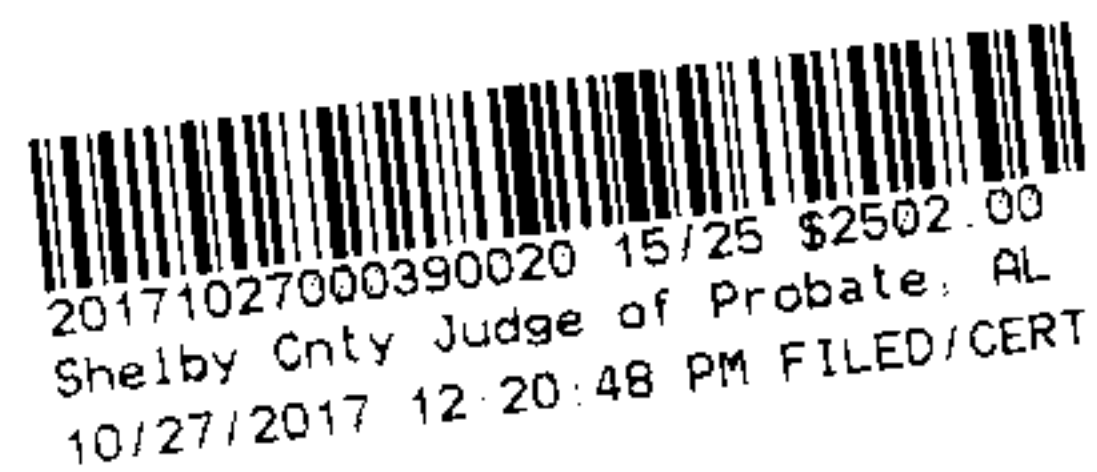
To the Mortgagee/Secured Party:

Wells Fargo Bank, National Association  
100 Park Avenue, 14th Floor  
New York, New York 10017  
Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

with copies to:

PNC Bank, National Association  
340 Madison Avenue, 11th Floor  
New York, New York 10173

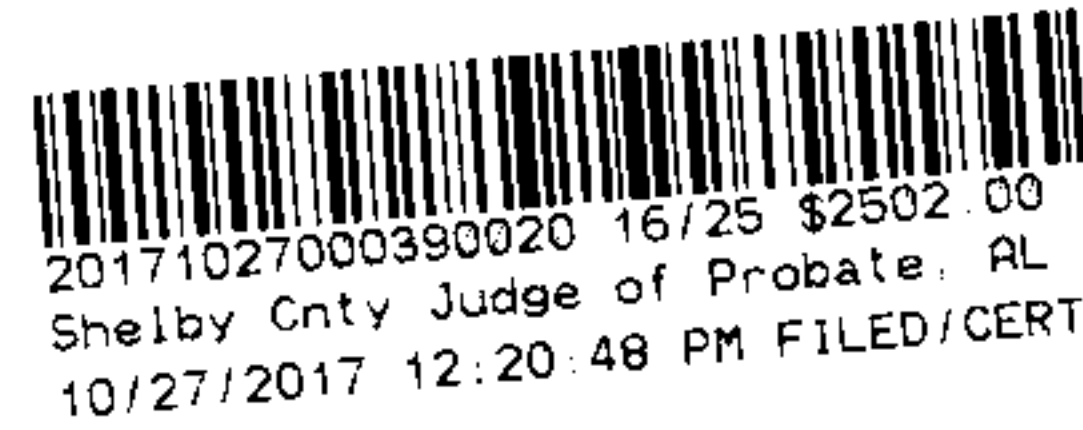


Otterbourg, P.C.  
230 Park Avenue  
New York, New York 10169-0075  
Attn: Thomas P. Duignan, Esq.

Telephone: (212) 905-3635  
Facsimile: (212) 682-6104

Blank Rome LLP  
The Chrysler Building  
405 Lexington Avenue  
New York, New York 10174-0208  
Attn: Robert B. Stein, Esq.

Telephone: (212) 885-5206  
Facsimile: (917) 332-3750



6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Junior Credit Agreement, the terms and conditions of the Junior Credit Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts.

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.7 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.8 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE MORTGAGOR AND THE MORTGAGEE SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE MORTGAGEE AND THE MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE LOAN DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE LOAN DOCUMENTS.



(b) THIS MORTGAGE AND THE LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.9 WAIVER OF JURY TRIAL. THE MORTGAGOR AND THE MORTGAGEE SHALL AND DO HEREBY EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE MORTGAGEE AND THE MORTGAGOR, AND THE MORTGAGEE AND THE MORTGAGOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE MORTGAGEE AND THE MORTGAGOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.10 Request for Notice. The Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor at the address specified in Section 6.2 of this Mortgage.

6.11 State Specific Provisions. In the event of any inconsistencies between this Section 6.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.11 shall control and be binding.

(a) Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor hereunder will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and renounces to the full extent that it may lawfully so do so, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted. Without limiting the generality of the foregoing, this waiver is intended to include a waiver of all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state.

(b) The Mortgagor acknowledges that the power of sale granted to the Mortgagor herein may be exercised by the Mortgagee without prior judicial hearing. The Mortgagor shall have the right to

bring an action to assert the non-existence of a breach or any other defense of Mortgagor to acceleration and sale.

(c) The Mortgagee shall deliver to any purchaser a Deed conveying the Premises so sold without any covenant or warranty, expressed or implied. The recitals in the Deed shall be prima facie evidence of the truth of statements made therein.

(d) Upon payment of all sums secured by this Mortgage, the Mortgagee will release this Mortgage. The Mortgagor shall pay the Mortgagee's reasonable costs incurred in releasing this Mortgage.

(e) Any amendment to or modification of this Mortgage may be made in writing by and between Mortgagor and Mortgagee without necessity of joinder of any third party.

(f) Mortgagee, and after publishing notice of the time and place of sale at least three (3) different times in some newspaper published in a county in which the Premises is located, the first of which publications shall be at least twenty (20) days prior to said sale, shall proceed to sell the Premises, at public auction for cash. The Mortgagee shall apply the proceeds from such sale(s) as provided herein.

(g) In the event of any sale under this Mortgage or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold, in one parcel or in such parcels, manner or order as Mortgagee, in its sole discretion, may direct. At Mortgagee's option, a sale may be conducted alternately as a single parcel or in tracts, to be closed under whichever method yields a greater total price. If the Premises is located in two or more counties, it may all be sold in one of the counties if Mortgagee so elects. Otherwise, the sale shall occur in the county in which the Premises is located unless Mortgagee, in its reasonable discretion, elects to conduct the sale elsewhere. The sale shall be held at such location in the county as the foreclosure notice may specify. One or more exercises of the power of sale provided for herein shall not extinguish or exhaust said power until the entire Premises has been sold or the Indebtedness has been paid in full. Mortgagor hereby expressly waives and Mortgagee is hereby released from all obligations imposed by statute or otherwise which can be waived, including any requirement of qualification, bond, oath or the filing of inventory. Mortgagor acknowledges that the power of sale granted herein may be exercised by Mortgagee without prior judicial hearing. It is agreed that Mortgagee, in the event of any sale of the Premises, may bid and buy as any third person might, but Mortgagee shall not be required to present cash at the sale except to the extent, if any, by which Mortgagee's bid exceeds the amount of the Indebtedness, including all expenses of collection and sale provided for herein. Mortgagee may delegate, in his sole discretion, any authority possessed under this Mortgage, including the authority to conduct a foreclosure sale. Without limiting the foregoing, Mortgagee is authorized to appoint an agent or may retain a professional auctioneer to make any sale hereunder, and any sale so made shall have the same validity as if made by Mortgagee, and the customary charge for the auctioneer's services shall be paid from the sale proceeds as an expense of sale. If prior to or at any foreclosure sale a third party represents to the Mortgagee in writing that such party holds the next junior lien to this Mortgage (whether by judgment lien, junior Mortgage, or otherwise), the Mortgagee may disburse surplus proceeds to such third party in an amount not to exceed the amount of the lien alleged by the third party in its written statement to the Mortgagee. A foreclosure sale may be adjourned by Mortgagee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. The foreclosure sale of the Premises shall be conducted for cash to be tendered upon the conclusion of the bidding; provided, however, Mortgagee may accept a check issued or certified by a local bank as



consideration for the sale and if, in his sole discretion, Mortgagee announces before or after bidding that, upon the failure of the high bidder to complete the sale for cash within one (1) hour, the Premises may be sold to the second highest bidder, and if the high bidder should subsequently fail to complete the purchase within that time, then Mortgagee may, at his option, close the sale of the Premises to the second highest bidder. Mortgagor further agrees that, in the event of any sale hereunder, it will at once surrender possession of the Premises, will from the moment of sale be the tenant at will of the purchaser, will be removable by process and will be liable to pay said purchaser the reasonable rental value of said Premises after such sale. Mortgagee or Mortgagee may, after a default, advise third parties of the amount (or estimated amount) of principal, interest and expenses that will be outstanding as of the date of any foreclosure sale and may share any other available information regarding the Premises. Following the occurrence of a default hereunder, any "release" provision included herein or in any other document whereby Mortgagee agreed to release all or part of the Premises upon the payment of less than all of the Indebtedness shall become void and Mortgagee shall no longer be obligated to release any of the Premises until the indebtedness and obligations secured hereby have been paid in full. Mortgagor agrees that Mortgagor will not bid at any sale hereunder and will not allow others to bid on Mortgagor's behalf unless, at the time of sale, Mortgagor has cash sufficient to pay at the sale the amount of his bid.

(h) Any legal proceeding, contractual obligation, further assignment or other action taken by Mortgagee in the course of exercising its remedies hereunder may be entered into or initiated by Mortgagee either in its own name as Mortgagor's assignee or in, the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of taking any such action upon default hereunder.

(i) It is the intention of the parties hereto that the Premises shall secure all indebtedness presently or hereafter owed Mortgagee by Mortgagor, and that the priority of Mortgagee's security for all such indebtedness shall be controlled by the time of proper recording of this Mortgage. This Paragraph shall serve as notice to all persons who may seek or obtain a lien on the Premises subsequent to the date of recording of this Mortgage that until this Mortgage is released, any debt owed Mortgagee by Mortgagor, including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

(j) The rights of Mortgagee arising under this Mortgage are in addition to all rights that Mortgagee may have at law or equity. Without limiting the foregoing, all provisions of this Mortgage that pertain to the rights and duties of Mortgagee upon foreclosure of the Premises shall be regarded as cumulative with the rights of Mortgagee otherwise available at law. No act of Mortgagee, including the institution of suit to recover any part of the Indebtedness, shall be construed as an election to proceed under anyone provision herein to the exclusion of any others or as an election of remedies to the bar of any other remedy allowed at law or in equity.

(k) All references to "attorney fees" or "reasonable legal fees" in this Mortgage secured hereby shall be deemed to refer to reasonable attorney fees actually incurred and without reference to any statutory or other presumptions.

(l) In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Indebtedness, all right, title and interest of the

Mortgagor in and to all insurance policies and unearned premiums relating to the Premises shall pass to the purchaser or to Mortgagee, as the case may be.

(m) Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Mortgagee's agreement with Mortgagor as provided by this Mortgage and by other documents pertaining to the indebtedness secured hereby or the priority of the lien of this Mortgage or any advance made hereunder.

6.13 Amendments, Waivers, Etc. This Mortgage cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the Mortgagor and the Mortgagee as provided in the Junior Credit Agreement or any other Loan Document.


6.14 Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds the Mortgagor and the Mortgagee and their respective successors and assigns and shall run with the Premises.

6.15 Repayment of Secured Amount. The secured amount under this Mortgage shall be reduced only by the last and final sums that the Mortgagor repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness by the Mortgagor. So long as the balance of the Indebtedness exceeds the secured amount under this Mortgage, any payments and repayments of the Indebtedness by the Mortgagor shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage.

6.16 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Premises unless Mortgagee consents to a merger in writing.

6.17 Waiver of Statute of Limitations. To the extent permitted by applicable law, Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien created by any of the Loan Documents or to any action brought to enforce the Junior Credit Agreement, the Notes, this Mortgage or any other obligation secured by any of the Loan Documents.

6.18 Indemnification. Mortgagor indemnifies Mortgagee (and their respective successors, assigns and participants) for, from and against, and holds Mortgagee (and their respective successors, assigns and participants) harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur, regardless of whether caused in whole or in part by the negligence or strict liability of Mortgagee: (i) by reason of this Mortgage; (ii) by reason of the execution of this Mortgage or in performance of any act required or permitted hereunder or required by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking on Mortgagee's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations of Mortgagor contained in any other document related to the Premises. The above obligation of Mortgagor to indemnify and hold harmless Mortgagee (and their respective successors, assigns and participants) shall survive the release and cancellation of the Indebtedness secured by the Junior Credit Agreement, and the release and reconveyance or partial release and reconveyance of this Mortgage.

  
20171027000390020 20/25 \$2502.00  
Shelby Cnty Judge of Probate, AL  
10/27/2017 12:20:48 PM FILED/CERT

Mortgage, Security Agreement, Assignment of Leases and Rents & Fixture Filing

Page 20 of 23



THE MORTGAGOR HEREBY DECLARES THAT THE MORTGAGOR HAS READ THIS MORTGAGE, HAS SIGNED THIS MORTGAGE AS OF THE DATE AT THE TOP OF THE FIRST PAGE AND THE MORTGAGOR ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE AND COMPLETE COPY OF THIS MORTGAGE.

*[The remainder of this page was intentionally left blank]*



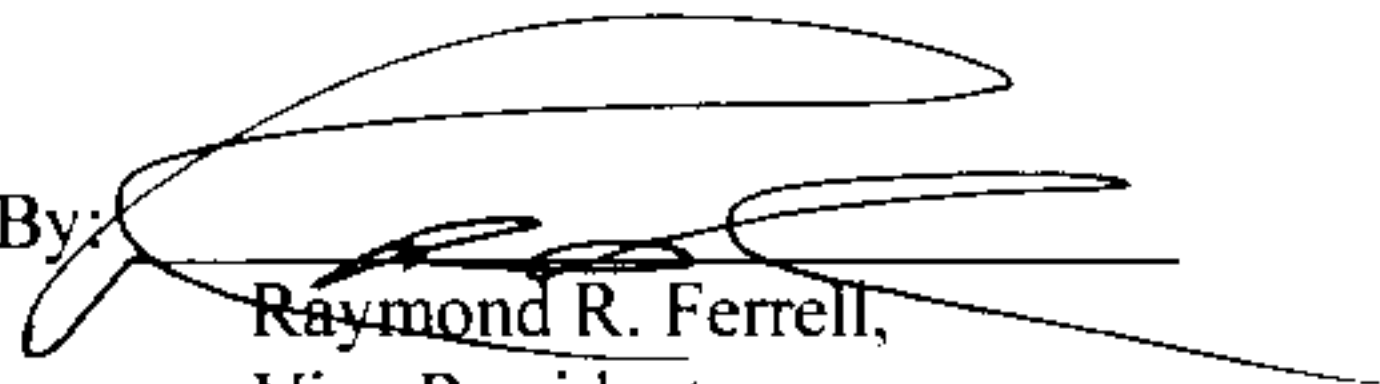
20171027000390020 21/25 \$2502.00  
Shelby Cnty Judge of Probate, AL  
10/27/2017 12:20:48 PM FILED/CERT

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the date first written above.

MORTGAGOR:

YP ADVERTISING & PUBLISHING, LLC  
a Delaware limited liability company

By:

  
Raymond R. Ferrell,  
Vice President,  
General Counsel and Secretary

Date: October 25, 2017

ACKNOWLEDGEMENT


STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

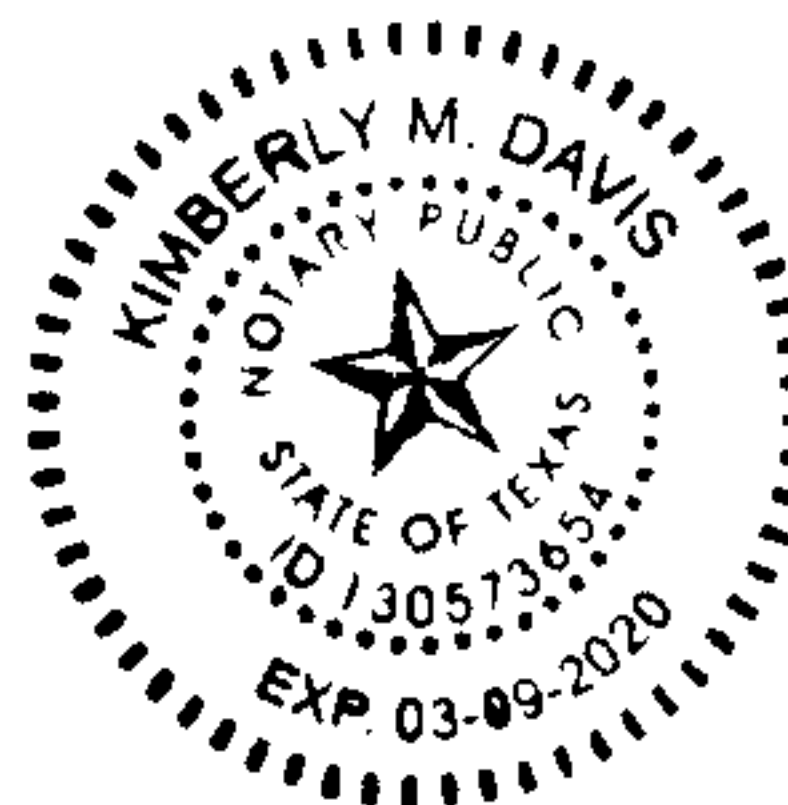
I, the undersigned notary public, in and for said County in said State, do hereby certify that, Raymond R. Ferrell, as Vice President, General Counsel and Secretary of YP ADVERTISING & PUBLISHING, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 25<sup>th</sup> day of October, 2017.

  
Notary Public, State of Texas

(Style of Officer)

  
20171027000390020 22/25 \$2502.00  
Shelby Cnty Judge of Probate: AL  
10/27/2017 12:20:48 PM FILED/CERT



Mortgage, Security Agreement, Assignment of Leases and Rents & Fixture Filing

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Exhibit A

Legal Description of the Land

Lot 2, according to the Survey of The Meadows Business Center First Sector, as recorded in Map Book 8, page 115 A and B, in the Probate Office of Shelby County, Alabama

  
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BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:	)	A Proceeding Authorized
	)	by Section 40-22-2,
DEX MEDIA, INC.	)	Code of Alabama 1975
	)	
Petitioner.	)	

**MORTGAGE TAX ORDER**

Comes now Dex Media, Inc. (the "Petitioner"), and in its Petition for Ascertainment of Mortgage Tax dated October 5, 2017 (the "Petition"), asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2, *Code of Alabama 1975*, for the privilege of recording that certain Mortgage (the "Mortgage"), executed by a certain subsidiary of Petitioner that secures the indebtedness as described in the Petition (the "Indebtedness"), which along with other security documents (the "Security Documents") cover real and personal property and fixtures located both inside and outside the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. The Mortgage and the Security Documents secure a maximum principal indebtedness in the amount of \$350,000,000.00.
2. The value of the real property and fixtures conveyed by the Mortgage and located inside the State of Alabama is \$7,930,000.00.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgage and the Security Documents in all states (including the State of Alabama) is \$1,728,515,000.00.
3. The percentage of the real property and fixtures conveyed by the Mortgage that is located inside the State of Alabama is .46%.
4. The amount of the Indebtedness secured by the Mortgage and subject to the Alabama mortgage recording tax is \$1,610,000.00.
5. Alabama mortgage recording tax in the amount of \$2,415.00 will be due on the Indebtedness secured by the Mortgage under Section 40-22-2, *Code of Alabama 1975*, as amended, upon the filing for record of the Mortgage.
6. So long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgage does not exceed \$350,000,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$2,415.00, plus any recording fees which may be due, shall be paid to the Judge of Probate, and no additional



mortgage recording tax will be due so long as the maximum principal amount of such indebtedness secured by the Mortgage does not exceed \$350,000,000.00.

DONE this 12<sup>th</sup> day of October, 2017.


DEPARTMENT OF REVENUE

By: Joe Barrett Jr  
Deputy Commissioner of Revenue

[Signature]  
Legal Division: K. Elizabeth Jehle

ATTEST:

[Signature]  
as Secretary

  
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