

**CROSS-BORDER PROTOCOL ON THE  
FILING AND DETERMINATION OF CLAIMS**

This cross-border protocol is intended to supplement the procedures established by each of the U.S. Court and the Canadian Court (each defined below) with respect to the filing and determination of claims (the “**Protocol**”) against the U.S. Debtors and the Canadian Debtor in the Insolvency Proceedings (each as defined below).

**Background**

1. Quebecor World Inc. (the “**Canadian Debtor**”) and certain of its direct and indirect U.S. subsidiaries listed in Schedule 1 hereto (collectively, the “**U.S. Debtors**”) commenced reorganization proceedings (collectively, the “**Canadian Proceedings**”) by filing an application under the Canadian *Companies’ Creditors Arrangement Act* (the “**CCAA**”) with the Superior Court, Commercial Division, for the Judicial District of Montreal (the “**Canadian Court**”) and an Order (as amended, the “**CCAA Order**”) has been granted under which (a) the Canadian Debtor and U.S. Debtors have been determined to be entitled to relief under the CCAA, and (b) Ernst & Young Inc. was appointed as monitor (the “**Monitor**”) in the Canadian Proceedings.
2. The U.S. Debtors commenced reorganization cases (collectively, the “**Chapter 11 Cases**”) under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Court**”), and such cases have been consolidated (for procedural purposes only) under Case No. 08-10152 (JMP). The U.S. Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases. An official committee of unsecured creditors (the “**Creditors Committee**”) was appointed by the United States Trustee (the “**U.S. Trustee**”) in these Chapter 11 Cases on January 31, 2008.
3. For convenience, (i) the U.S. Debtors and the Canadian Debtor shall be referred to herein collectively as the “**Debtors**”, (ii) the Chapter 11 Cases and the Canadian Proceedings shall be referred to herein collectively as the “**Insolvency Proceedings**”, and (iii) the U.S. Court and the Canadian Court shall be referred to herein collectively as the “**Courts**.”
4. The Cross-Border Insolvency Protocol, as amended (the “**Insolvency Protocol**”) was approved by the U.S. Court pursuant to an order entered April 9, 2008, and by the Canadian Court pursuant to an order dated April 21, 2008. The provisions of the Insolvency Protocol, including the defined terms contained therein, are incorporated herein by reference. To the extent of any direct and irreconcilable conflict between the Insolvency Protocol and this Protocol with respect to any matter concerning claims administration and claims adjudication procedures, the conflicting term(s) of this Protocol shall govern.
5. The purpose of this Protocol is to supplement the procedures established by the Courts in the Bar Date Orders (as defined herein) to (i) provide clear and consistent notice concerning the procedures for filing claims against the Debtors, (ii) avoid confusion relating to the filing of duplicate claims against the same entity in the Canadian Proceedings and the Chapter 11 Cases, and (iii) to establish an efficient and consistent procedure to address the determination of claims in the Insolvency Proceedings.

**Notice of Deadline and of Procedures for Filing Claims**

6. By order dated January 23, 2008, the U.S. Court approved the U.S. Debtors’ retention of Donlin, Recano & Company, Inc. as the claims agent (the “**Claims Agent**”) in the Chapter 11 Cases.
7. In order to have a clear and well-understood process for the filing of claims against the Debtors, (i) the U.S. Debtors shall arrange to provide notice to all persons who are creditors of any of the U.S. Debtors or who are required to receive such notice by the applicable requirements of the Chapter 11 Cases (the “**Potential U.S. Claimants**”), providing instructions about the procedures for filing claims in the Chapter 11 Cases, and, in addition, providing notice of the pendency of the Canadian Proceedings and an internet link and a telephone number where information regarding the filing of claims in the Canadian Proceedings, and related forms, may be obtained, and (ii) the Canadian Debtor shall arrange to provide notice to all persons who are creditors of the Canadian Debtor or who are required to receive such notice by the applicable requirements of the Canadian Proceedings (the “**Potential Canadian Claimants**”), providing instructions about the procedures for filing claims in the Canadian Proceedings, and, in addition, providing notice of the pendency of the Chapter 11 Cases and an internet link and a telephone number where information regarding the filing of claims in the Chapter 11 Cases, and related forms, may be obtained.

8. Each notification sent to either a Potential U.S. Claimant or a Potential Canadian Claimant (collectively, the “**Potential Claimants**”) shall notify such Potential Claimant, among other things, (i) of the pendency of the Canadian Proceedings and the Chapter 11 Cases, (ii) that a deadline of **December 5, 2008 at 5:00 p.m.** (the “**Bar Date**”) has been established for the filing and receipt of claims in the Insolvency Proceedings, (iii) that any claims asserted against the Canadian Debtor shall be filed in, and only in the Canadian Proceedings with the Monitor, (iv) that any claims asserted against the U.S. Debtors shall be filed in, and only in, the Chapter 11 Cases with the Claims Agent, and (v) that any claims asserted against both the Canadian Debtor and one of more of the U.S. Debtors shall be filed in both the Canadian Proceedings and the Chapter 11 Cases.
9. The U.S. Debtors and the Canadian Debtor shall each publish notice of the Bar Date and the procedures for filing claims in the form provided for in the U.S. Bar Order or the Canadian Bar Order (each defined below), as applicable, and as otherwise set forth in the respective orders.

#### **Filing of Claims**

10. The Bar Date to file claims in the Insolvency Proceedings shall be **December 5, 2008**, as further set forth in the respective orders of the Canadian Court (the “**Canadian Bar Order**”) and the U.S. Court (the “**U.S. Bar Order**,” and together with the Canadian Bar Order, the “**Bar Date Orders**”) establishing such Bar Date.
11. Any claims asserted against the Canadian Debtor only shall be filed in, and only in, the Canadian Proceedings, as set forth in, and in compliance with, the Canadian Bar Order.
12. Any claims asserted against the U.S. Debtors only shall be filed in, and only in, the Chapter 11 Cases as set forth in, and in compliance with, the U.S. Bar Order.
13. Any claims asserted against both the Canadian Debtor and one of more of the U.S. Debtors shall be filed (i) with respect to the Canadian Debtor, in the Canadian Proceedings as set forth in, and in compliance with, the Canadian Bar Order and (ii) with respect to the U.S. Debtors, in the Chapter 11 Cases as set forth in, and in compliance with, the U.S. Bar Order.
14. As the Debtors’ collective corporate structure encompasses fifty-four (54) separate Debtor entities, and certain creditors, may, in good faith, be uncertain as to the proper Debtor entity against which a claim should be filed, the notifications provided to Potential Claimants shall encourage them to use their reasonable best efforts to file their claims against the proper Debtor entity and in the proper Insolvency Proceeding(s). In recognition that, despite the best efforts of Potential Claimants, errors may be made, in good faith, in connection with the filing of claims against the proper Debtor entities, and, accordingly, the following procedures may be utilized to the extent a determination is made that a claim is filed against the wrong Debtor entity:
  - (a) if a claim is filed against one or more of the U.S. Debtors, and the U.S. Debtors, with the consent of the Creditors Committee, after consultation with the Monitor, and the Administrative Agent for the syndicate of pre-petition lenders to the Debtors (the “**Pre-Petition Agent**”) and the Ad Hoc Group of Noteholders (collectively, together with the Creditors Committee and the Pre-Petition Agent, the “**Committees**”), determine that such claim(s) should have been properly filed against a different U.S. Debtor(s), then, (i) the U.S. Debtors, with the consent of the Creditors Committee, and the claimant may stipulate that the claim shall be deemed filed against such other U.S. Debtor(s), and upon the approval of such stipulation by the U.S. Bankruptcy Court, the claim shall be deemed filed against such other U.S. Debtor(s) as of the date such claim was first filed in the Chapter 11 Cases, or (ii) the U.S. Debtor(s), with the consent of the Creditors Committee, may file a motion in the Chapter 11 Cases seeking authority to have such claim deemed filed against such U.S. Debtor(s) as determined to be the proper U.S. Debtor(s) against which such claim should have been filed, and (iii) in either such event, the Debtors, the Creditors Committee, and the other Committees and all other parties in interest shall reserve all of their rights to contest the validity, amount and allowance of such claim;
  - (b) if a claim is filed against one or more of the U.S. Debtors, and the U.S. Debtors, the Canadian Debtor, and the Monitor, after consultation with the Creditors Committee and the other Committees, determine that such claim should have been filed against the Canadian Debtor, then, if the claimant agrees with such determination, the Canadian Debtor, with the consent of the Monitor, and the claimant may agree that the claim will be deemed filed against the Canadian Debtor, and upon such agreement, the claim shall be deemed filed against the Canadian Debtor, subject only to execution of such documentation as may be required by the Monitor, as of the date it was first filed against a U.S. Debtor, such claim shall be deemed withdrawn from the Chapter 11 Cases, and the Monitor, the

Canadian Debtor, the U.S. Debtors, the Creditors Committee, and the other Committees and all other parties in interest shall reserve all of their rights to contest the validity, amount and allowance of such claim and the proper Court and governing law for the adjudication of such claim; and

- (c) if a claim is filed against the Canadian Debtor, and the U.S. Debtors, the Canadian Debtor, the Creditors Committee, and the Monitor, after consultation with the other Committees, determine that such claim should have been filed against one or more of the U.S. Debtors, the Monitor may so notify the claimant, and, if the claimant agrees with such determination, such claimant may file a proof of claim against one or more of the U.S. Debtors within twenty-five (25) days of the issuance of such notification, in accordance with the procedures established in the Chapter 11 Cases for filing proofs of claim, and if such proof claim is filed within such twenty-five (25) day period, the claim shall be deemed filed against such U.S. Debtors as of the date it was first filed against the Canadian Debtor and such claim shall be withdrawn from the Canadian Proceedings, and the U.S. Debtors, the Canadian Debtor, the Creditors Committee, and the other Committees and all other parties in interest shall reserve all of their rights to contest the validity, amount and allowance of such claim and the proper Court and governing law for the adjudication of such claim.

### **Allowance of Claims**

- 15. Claims determined to be properly filed against the (i) Canadian Debtor only, shall be subject to the procedures for allowance of claims established by the Canadian Bar Order, and (ii) the U.S. Debtors only, shall be subject to the procedures established by the U.S. Bar Order; provided, however, that nothing herein or in the Bar Date Orders shall determine the choice of law applicable to the determination and ultimate allowance of claims filed in the Insolvency Proceedings.
- 16. For claims filed against both the Canadian Debtor and one or more of the U.S. Debtors in the Canadian Proceedings and the Chapter 11 Cases:
  - (a) Any such claim shall be deemed allowed in both the Canadian Proceedings and the Chapter 11 Cases if no objection is filed with respect thereto as required in the respective proceedings.
  - (b) Any of the Committees shall have standing to file an objection in the U.S. Court to any claim filed against the U.S. Debtors at any time.
  - (c) The Monitor shall not accept any claim for an amount in excess of the \$1 million (Canadian dollars) unless, prior to such acceptance, the Monitor shall have consulted with the Committees concerning the subject claim, and shall include a copy of the applicable proof of claim form with all supporting documentation, or if such supporting documentation is voluminous, a summary thereof, in respect of the subject claim that the Monitor recommends be accepted, along with the Monitor's analysis for such recommendation; provided, however, that after review of such documentation, the Monitor shall also provide such additional information relative to the subject claim as the Committees may reasonably request, and
    - (i) notice of such intended acceptance shall have been given to counsel for each Committee; and
    - (ii) in the period of ten (10) business days following delivery of the notice pursuant to paragraph 16(c)(i) hereof no Committee shall have provided the Monitor with its written objection to the proposed acceptance. In the event that any of the Committees' objects, the Monitor shall attempt to resolve the claim on a basis satisfactory to the objecting Committee, failing which the claim shall be referred to the appropriate Court pursuant to provision 16(d) herein.
  - (d) If an objection is filed to such claim in either of the Insolvency Proceedings, the creditor whose claim is the subject of the objection, the objecting party, the Monitor, the Debtors, and the Creditors Committee, shall seek to agree and stipulate to the determination of the claim objection in either the U.S. Court or the Canadian Court, and upon the filing of such stipulation the Court so stipulated to may determine the claim objection (including the appropriateness of the Court so stipulated to as the proper forum to hear such claim objection) in accordance with the procedures established by such Court and the determination of such claim by such Court shall be binding on all parties in the Insolvency Proceedings.
  - (e) In the event a claim is referred to the Canadian Court pursuant to this provision of the Claims Protocol, each Committee shall have standing to participate in and will be entitled to the same rights in

the Canadian Proceedings as the Debtors, the Monitor and the party whose claim is the subject of referral with respect to the adjudication of such claims.

- (f) If the creditor whose claim is the subject of the objection, the objecting party, the Debtors, the Monitor, and the Creditors Committee, fail to agree on the appropriate forum to determine the objection or any proposed resolution thereof, then the Debtors, the Monitor, or the Creditors Committee may seek a Joint Hearing pursuant to paragraph 13 of the Insolvency Protocol to determine the appropriate forum for determination of the objection, or whether a Joint Hearing on the merits of the objection or proposed resolution thereof is appropriate.

#### **Comity and Independence of the Courts**

- 17. The approval and implementation of this Protocol shall not divest or diminish the U.S. Courts and the Canadian Courts respective independent jurisdiction over the subject matter of the Chapter 11 Cases and the Canadian Proceedings, respectively. By approving and implementing this Protocol, neither the U.S. Court, the Canadian Court, the Debtors nor any creditor or any other interested party shall be deemed to have approved or engaged in any infringement on the sovereignty of the United States or Canada.

#### **Effectiveness; Modification**

- 18. This Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court pursuant to orders setting forth procedures for filing and determining claims in the Insolvency Proceedings consistent with this Protocol.
- 19. This Protocol may not be supplemented, modified, terminated or replaced in any manner except upon the approval of both the U.S. Court and the Canadian Court after notice and a hearing. Notice of any legal proceeding to supplement, modify, terminate or replace this Protocol shall be given in accordance with paragraph 25 of the Insolvency Protocol.

#### **Procedure for Resolving Disputes under the Protocol**

- 20. Disputes relating to the terms, intent or application of this Protocol may be addressed by interested parties to the U.S. Court, the Canadian Court or both Courts upon notice in accordance with paragraph 25 of the Insolvency Protocol.

#### **Preservation of Rights**

- 21. Nothing in this Protocol shall prejudice the right of the Debtors, the Creditors Committee, and the other Committees or any other party in interest to dispute or assert offsets or defenses to any claim filed in the Insolvency Proceedings.
- 22. Nothing in this Protocol shall prejudice the right of the Debtors to seek a further order of the Courts fixing a date by which holders of claims or interests not subject to the Bar Date established herein must file such proofs of claim or interest or be barred from doing so.
- 23. Nothing in this Protocol shall prejudice the right of the Monitor to perform all of its responsibilities and obligations as required under the Canadian Proceedings, under applicable order of the Canadian Court, or otherwise under applicable law, and the provisions of this Protocol are intended by the parties and the Courts to facilitate the performance of such responsibilities and obligations by the Monitor. In particular, and in recognition of the fact that the U.S. Debtors are parties in the Canadian Proceedings, the Monitor shall have the right, subject to the terms hereof, to participate in the processing and review of claims filed against the U.S. Debtors.
- 24. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under this Protocol shall: (i) prejudice or affect the powers, rights, claims and defenses of the Debtors and their respective estates, the Creditors Committee, the U.S. Trustee, the Monitor, the Pre-Petition Agent, SocGen, the Post-Petition Agent, the Ad Hoc Group of Noteholders, any of the Debtors' creditors or any of the foregoing parties' representatives or professionals under applicable law, including, without limitation, the Bankruptcy Code, the CCAA and orders of the Courts; or (ii) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of Canada or the United States.

**SCHEDULE 1 TO CROSS-BORDER PROTOCOL ON THE FILING AND DETERMINATION OF CLAIMS**

Debtor Name	Address	Case Number	EID Number
Quebecor World USA Inc., f/k/a World Color Press, Inc.	150 42 <sup>nd</sup> Street, New York, NY 10034	08-10152	37-1167902
Quebecor World Capital II LLC	291 State Street, North Haven, CT 06473	08-10153	26-1568685
Quebecor World Capital Corporation, f/k/a Quebecor Printing Capital Corporation	291 State Street, North Haven, CT 06473	08-10154	52-2009152
Quebecor World Capital II GP	291 State Street, North Haven, CT 06473	08-10155	20-4339686
Quebecor Printing Holding Company	291 State Street, North Haven, CT 06473	08-10156	74-2513918
Quebecor World Johnson & Hardin Co., f/k/a The Johnson & Hardin Co.	3600 Red Bank Road, Cincinnati, OH 3860 Virginia Ave., Cincinnati, OH 760 Fujitec Drive, Lebanon, OH 4333 Bethany Road, Mason, OH	08-10157	31-0942059
Quebecor World Buffalo Inc., f/k/a Quebecor Printing Buffalo Inc.	2475 George Urban Blvd., Depew, NY 14043	08-10158	16-0385310
Quebecor World San Jose Inc., f/k/a Quebecor Printing San Jose Inc.	2100 Reston Parkway Ave., Reston, VA 7400 Impala Drive, Richmond, VA 7420 Ranco Road, Richmond, VA	08-10159	95-1427324
Quebecor World Northeast Graphics Inc., f/k/a Northeast Graphics Inc.	291 State Street, North Haven, CT 06473 Ste 1500, 3500 Lenox Rd., Atlanta, GA 7910 Woodmont Ave., Bethesda, MD	08-10160	06-1225892
Quebecor World UP/Graphics Inc., f/k/a UP/Graphics Inc.	10 Park Lane, Providence, RI 02907	08-10161	52-1968294
Quebecor World Great Western Publishing Inc., f/k/a Great Western Publishing Inc.	1850 East Watkins, Phoenix, AZ 6688 Box Springs Blvd, Riverside, CA 787 S. Wanamaker Ave., Ontario, CA	08-10162	86-0627645
Quebecor World DB Acquisition Corp., f/k/a DB Acquisition Corp.	3101 McCall Dr., Atlanta GA 3915 Old Mundy Mill Road, Oakwood, GA	08-10163	58-2194548
Quebecor World Loveland Inc., f/k/a Quebecor Printing Loveland Inc.	102 W, 4 <sup>th</sup> St., Ste C, Loveland, CO 380 West 37 <sup>th</sup> St., Loveland, CO	08-10164	26-0114071
QW Memphis Corp., f/k/a QP Memphis Corp.  *Assumed name on file in Tennessee-Quebecor Printing Memphis Corp.	1201 Wiley St. East, Schaumburg, IL 404 N. Wesley Avenue, Mt. Morris, IL 34 McLeland Rd., St Cloud, MN 660 Mayhew Lake Road N.E., St-Cloud, MN 1009 East Coast St., Dyersburg, TN 1665 Old Columbia Highway, Dickson, TN 2030 Sylvan Road, Dyersburg, TN 1009 East Court St, Dyersburg, TN 4000 Highway 51 North, Covington, TN 451 International Blvd (Arcata Blvd), Clarksville, TN 828 East Holmes Road, Memphis, TN 931 Thun Rd., Clarksville, TN	08-10165	62-1784291
Quebecor World Arcata Corp., f/k/a Arcata Corporation	2475 George Urban Blvd., Depew, NY 14043	08-10166	94-2819499
Quebecor World Systems Inc., f/k/a World Color Systems Inc.	1010 Foster Avenue, Bensenville, IL 120 N. Frontage Rd., Altamont, IL 145 East Algonquin Rd., Arlington Heights, IL 2000 Arthur Avenue, Elk Grove, IL	08-10167	52-2134859
Quebecor World Retail Printing Corp., f/k/a Retail Printing Corporation	50 John Hancock Rd., Taunton, MA	08-10168	04-2686705
Quebecor World Printing (USA) Corp., f/k/a Quebecor Printing (USA) Corp.	990 Washington St., Dedham, MA	08-10169	06-1247571
The Webb Company	1200 Niccum Avenue, Effingham, IL 1201 Wiley St. East, Schaumburg, IL 404 N. Wesley Avenue, Mt. Morris, IL 34 McLeland Rd., St Cloud, MN 660 Mayhew Lake Road N.E., St-Cloud, MN 1009 East Coast St., Dyersburg, TN 1665 Old Columbia Highway, Dickson, TN 2030 Sylvan Road, Dyersburg, TN 1009 East Court St., Dyersburg, TN 4000 Highway 51 North, Covington, TN 451 International Blvd (Arcata Blvd), Clarksville, TN 828 East Holmes Road, Memphis, TN 931 Thun Rd., Clarksville, TN	08-10170	41-0602400
Quebecor World Taconic Holdings Inc., f/k/a Taconic Holdings Inc.	31 Edwin Road, South Windsor, CT John Fitch Blvd., South Windsor, CT 160 Century Lane, Winchester, VA 255 Tyson Drive, Winchester, VA	08-10171	54-1720875
WCZ, LLC	197 North State Street, North Haven, CT	08-10172	52-2134843
Quebecor World Nevada Inc., f/k/a Quebecor Printing Nevada Inc.	2200 East Newlands Drive, Fernley, NV	08-10173	75-1387472
Quebecor World Lease GP	291 State Street, North Haven, CT	08-10174	20-5721244
WCP-D, Inc.	217 Griffith Road, Carroll, IA	08-10175	06-1547496
Quebecor World Krueger Acquisition Corp., f/k/a Krueger Acquisition Corp.	2601 Commerce Drive, Jonesboro, AR 4708 Krueger Drive, Jonesboro, AR 6555 Hwy. 1 South, Jonesboro, AR 12821 West Bluemond Rd., Brookfield, WI N. Parkway, Brookfield, WI	08-10176	51-0320682
Quebecor World Book Services LLC, f/k/a World Color Book Services, Inc.	119 Crossfield Dr., Versailles, KY 1558 Old Frankfort Pike, Lexington, KY 440 Greendale Rd., Lexington, KY 100 US Bypass 60, Versailles, KY 1133 County Street, Taunton, MA	08-10177	10-0006753
Quebecor World Dubuque Inc., f/k/a Quebecor Printing Dubuque Inc.	2460 Kerper Blvd., Dubuque, IA 2530 Kerper Blvd., Dubuque, IA	08-10178	36-4067254
Quebecor World Pendell Inc., f/k/a Quebecor Printing Pendell Inc.	1700 James Savage Road, Midland, MI	08-10179	38-1432749
Quebecor World Fairfield Inc., f/k/a Quebecor Printing Fairfield Inc.	100 North Miller Street, Fairfield, PA 871 Baker Rd., Martinsburg, WV	08-10180	62-0947197
Quebecor World Nevada II LLC	2200 Newlands Dr. E., Fernley, NV 89408	08-10181	06-1617622

**Continued on Reverse Side**

Debtor Name	Address	Case Number	EID Number
QW New York Corp., f/k/a Q.P. New York Corp.	124 Taylor Rd., Depew, NY 2475 George Urban Blvd., Depew, NY	08-10182	16-1507534
Quebecor World Mt. Morris II LLC, f/k/a Quebecor Printing Mt. Morris II Inc.	404 N. Wesley Ave., Mount Morris, IL 61054	08-10183	01-0548472
Quebecor World Atglen Inc., f/k/a Quebecor Printing Atglen Inc.	20127 South St., Franklin, KY 300 Brown Road, Franklin, KY 765 Industrial No., Franklin, KY 2305 Bowling Green Rd., Franklin, KY 4581 Lower Valley Road, Route 372, Atglen, PA	08-10184	23-2463532
Quebecor World Hazleton Inc., f/k/a Quebecor Printing Hazelton Inc.	1103 Country Club Drive, Hazleton, PA RR#1, Box 4092, Route 924 S., Hazleton, PA 2100 Manchester Rd., Wheaton, IL	08-10185	04-2978117
Quebecor World Atlanta II LLC	3101 McCall Dr., Atlanta, GA 30340	08-10186	01-0562796
Quebecor World Memphis LLC, f/k/a Quebecor Printing Memphis Inc.	1201 Wiley St. East, Schaumburg, IL 404 N. Wesley Avenue, Mt. Morris, IL 34 McLeland Rd., St Cloud, MN 660 Mayhew Lake Road N.E., St-Cloud, MN 1009 East Coast St., Dyersburg, TN 1665 Old Columbia Highway, Dickson, TN 2030 Sylvan Road, Dyersburg, TN 1009 East Court St., Dyersburg, TN 4000 Highway 51 North, Covington, TN 451 International Blvd (Arcata Blvd), Clarksville, TN 828 East Holmes Road, Memphis, TN 931 Thun Rd., Clarksville, TN	08-10187	22-2347131
Quebecor World Magna Graphic Inc., f/k/a Magna Graphic Inc.	2512 Palumbo Dr., Lexington, KY 2528 Palumbo Dr., Lexington, KY 100 US Bypass 60, Versailles, KY	08-10188	61-0524785
Quebecor World Dallas, L.P., f/k/a Quebecor Printing Dallas, L.P.	4800 Spring Valley Road, Dallas, TX 13766 Bethany Road, Dallas, TX	08-10189	75-2679248
Quebecor World Lincoln Inc., f/k/a Quebecor Printing Lincoln Inc.	1000 W Commerce Way, Lincoln, NE 1580 Lincoln Air Park, West Lincoln, NE 1601 Pioneers Blvd., Lincoln, NE 3700 N.W. 12 <sup>th</sup> Street, Lincoln, NE	08-10190	91-1751756
Quebecor World Olive Branch Inc., f/k/a Quebecor Printing Olive Branch Inc.	8649 Hacks Cross Rd., Olive Branch, MS	08-10191	72-1343195
Quebecor World Petty Printing Inc., f/k/a Quebecor Petty Printing Inc.	1200 Niccum Avenue, Effingham, IL	08-10192	37-0746135
Quebecor World RAI Inc., f/k/a RAI, Inc.	2601 Commerce Drive, Jonesboro, AR 4708 Krueger Drive, Jonesboro, AR 6555 Hwy. 1 South, Jonesboro, AR 12821 West Bluemond Rd., Brookfield, WI N. Parkway, Brookfield, WI	08-10193	39-0410530
Quebecor World Waukee Inc., f/k/a Downey Printing/Waukee, Inc.	400 Deming Avenue, Waukee, IA	08-10194	42-1338348
Quebecor World Eusey Press Inc., f/k/a Quebecor Printing Eusey Press	25 Mohawk Dr., Leominster, MA 27 Nashua St., Leominster, MA 90 Pleasant Street, West Bridgewater, MA Pleasant Street, West Bridgewater, MA	08-10195	04-2306481
Quebecor Printing Aviation Inc.	291 State Street, North Haven, CT	08-10196	04-3453521
Quebecor World Century Graphics Corporation, f/k/a Century Graphics Corporation	31 Edwin Road, South Windsor, CT John Fitch Blvd., South Windsor, CT 160 Century Lane, Winchester, VA 255 Tyson Drive, Winchester, VA	08-10197	72-0570364
Quebecor World Dallas II Inc., f/k/a Quebecor Printing Dallas II Inc.	4800 Spring Valley Rd., Dallas, TX 75244 13766 Bethany Road, Dallas, TX	08-10198	75-2679247
Quebecor World Dittler Brothers Inc., f/k/a Dittler Brothers, Incorporated	3101 McCall Dr., Atlanta, GA 3915 Old Mundy Mill Road, Oakwood, GA	08-10199	58-0525668
Quebecor World Inifiniti Graphics Inc., f/k/a Inifiniti Graphics, Inc.	96 Phoenix Avenue, Enfield, CT	08-10200	06-0887276
Quebecor World KRI Inc., f/k/a KRI, Inc.	4301 Evans Lock Road, Evans, GA 2787 South Harper Road, Corinth, MI 8700 Red Oak Blvd., Ste., Charlotte, NC	08-10201	51-0288571
Quebecor World Logistics Inc., f/k/a World Color Logistics, Inc.	2100 Atlas Road, Richmond, CA 5148 Kennedy Rd., Ste., Forest Park, GA 1130 Thorndale Ave., Bensenville, IL 1000 Remington Blvd, Suite 300, Bolingbrook, IL 1201 Kirk St., Elk Grove, IL 1290 Remington Blvd (from 9450 Srgo Drive), Bolingbrook, IL 9450 Sergio Dr., McCook, IL 802 E. Grand River, Brighton, MI 3918 Olympic Ct., Columbia, MO 399 Mill Rd., Edison, NJ 6204 N. Marine Dr., Portland, OR 4219 Air Trans Dr., Memphis, TN 12915 Agency, San Antonio, TX	08-10202	06-1576329
Quebecor World Mid-South Press Corporation, f/k/a Mid-South Press Corporation	2616 Brick Church Pike, Nashville, TN 2618 Brick Church Pike, Nashville, TN 2947 Brick Church Pike, Nashville, TN 410 Brick Church Park Dr., Nashville, TN	08-10203	62-0883392
Quebecor World Lease LLC	291 State Street, North Haven, CT	08-10204	87-0785367