

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Quebecor World (USA) Inc., et al.,

Debtors.

Chapter 11

Case No. 08-10152 (JMP)
Jointly Administered

**STIPULATION AND ORDER ADJOURNING OBJECTION OF BP CANADA ENERGY
MARKETING CORP., BP ENERGY COMPANY AND IGI RESOURCES, INC. TO
DEBTORS' MOTION FOR AN ORDER DETERMINING ADEQUATE ASSURANCE
OF PAYMENT FOR FUTURE UTILITY SERVICES**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), BP Canada Energy Marketing Corp. (“BP Canada”), BP Energy Company (“BPEC”) and IGI Resources, Inc. (“IGI”, and together with BP Canada and BPEC, “BP”) by and through their respective counsel, do hereby stipulate and agree as follows:

RECITALS

A. On January 21, 2008 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. On January 22, 2008, the Debtors filed the Motion of the Debtors for Interim Order Determining Adequate Assurance of Payment for Future Utility Services (the “Motion”).¹

C. On January 23, 2008, BP filed an objection to the Motion (the “Objection”) contending that (i) each of them are forward contract merchants and not utilities and (ii) the contracts for the sale of natural gas between the Debtors and BP are forward contracts.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

D. On January 23, 2008, the Court entered the Interim Order Under 11 U.S.C. §§ 105(a) and 366 Determining Adequate Assurance of Payment for Future Utility Services (the “Interim Order”), which, among other things, excluded BP from the definition of Utility Provider and provided that none of BP parties were to be included on the Utility Service List for purposes of the Interim Order.

E. The Debtors and BP have engaged in negotiations to resolve the Objection and seek an adjournment of a hearing on the Objection to continue such efforts.

STIPULATION AND AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Debtors and BP as follows:

1. The hearing on the Objection is hereby adjourned to March 20, 2008.
2. Pending the hearing and resolution or adjudication of the Objection, BP shall be excluded from the definition of Utility Provider and none of such parties shall be included on the Utility Service List, and the Debtors and BP reserve their respective rights.
3. Although not raised in the Objection, for the avoidance of doubt, BP hereby waives any and all objections to the proposed Adequate Assurance Procedures set forth in the Motion. Notwithstanding the foregoing, however, if BP is deemed to be a utility, it shall not be precluded from seeking additional adequate assurance deposit, and the Debtors shall not be precluded from objecting to same.
4. This Stipulation and Order may be executed in any number of counterparts, each of which shall be deemed an original and together constitute one and the same instrument.

5. The Court retains jurisdiction with respect to all matters arising from or related to implementation of this Stipulation and Order.

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Resources, Inc.

IT IS SO ORDERED.

Dated: New York, New York
February 26, 2008

s/ James M. Peck
United States Bankruptcy Judge