

**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 CONSENT ORDER RESOLVING MOTION OF NATIONAL FUEL RESOURCES, INC. FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d), FOR ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. § 361, TO COMPEL ASSUMPTION OR REJECTION OF EXECUTORY CONTRACT PURSUANT TO 11 U.S.C. § 365(d), AND/OR FOR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE AND PAYMENT PURSUANT TO 11 U.S.C. §§ 365 AND 366**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and National Fuel Resources, Inc. (“NFR”), by and through their respective counsel, do hereby stipulate and agree as follows:

**RECITALS**

A. On January 21, 2008, 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.

C. 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.

D. On February 21, 2008, the Court entered the Final Order Under 11 U.S.C. §§ 105(a) and 366 Determining Adequate Assurance of Payment for Future Utility Services (the “Final Order”).<sup>1</sup>

E. On February 22, 2008, NFR filed with the Court the Motion of National Fuel Resources, Inc. for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d), for Adequate Protection pursuant to 11 U.S.C. § 361, to Compel Assumption or Rejection of Executory Contract pursuant to 11 U.S.C. § 365(d), and/or for Adequate Assurance of Future Performance and Payment Pursuant to 11 U.S.C. §§ 365 and 366 (the “Motion”).

F. After good faith negotiations, the Debtors and NFR have agreed to resolve the issues raised in the Motion on the terms below and as agreed to in that certain letter agreement dated as of April 17, 2008 (the “Letter Agreement”).

### **STIPULATION AND AGREEMENT**

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

1. The Debtors agree not to assert in their chapter 11 cases that NFR is a “utility” within the meaning and subject to the application of section 366 of the Bankruptcy Code. The Debtors further agree that NFR is not subject to the Final Order and that the Final Order is hereby amended to remove the reference to NFR on Exhibit A to the Final Order. Accordingly, with the exception of the Debtors’ authority under paragraph 10 of the Final Order to resolve Additional Assurance Requests, the terms of the Final Order shall not apply to NFR.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Final Order.

2. NFR hereby withdraws with prejudice, and will not seek Bankruptcy Court consideration of, the Motion.

3. Nothing herein or in the Final Order shall limit, enlarge, modify or otherwise affect the rights of the Debtors or NFR with respect to the contracts between NFR and certain of the Debtors (the "Contracts"), including (a) the rights of NFR, if any, under section 556 of the Bankruptcy Code with respect to the Contracts or (b) the rights and remedies of the Debtors and NFR, if any, with respect to the Contracts under section 365 of the Bankruptcy Code or to enforce the Contracts in accordance with their terms and applicable law. The Debtors and NFR reserve all of their respective rights with respect to these matters.

4. Nothing in this Stipulation and Consent Order will have any impact on the Final Order or the relief granted therein with respect to any non-Debtor party other than NFR.

5. The Debtors are hereby authorized to enter into the Letter Agreement pursuant to paragraph 10 of the Final Order without further order of the Court.

6. This Stipulation and Consent 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.

7. This Stipulation and Consent Order shall be (a) immediately effective and enforceable upon its approval by the Court and (b) binding on and inure to the benefit of the Debtors and NFR and their respective successors, heirs, and assigns.

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

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Attorneys for National Fuel Resources, Inc.

IT IS SO ORDERED.

Dated: New York, New York  
April 17, 2008

s/ James M. Peck  
Honorable James M. Peck  
United States Bankruptcy Judge