

**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

**FINAL ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF QUEBECOR WORLD (USA) INC., ET AL., TO
RETAIN AND EMPLOY JEFFERIES & COMPANY, INC. AS ITS INVESTMENT
BANKERS, NUNC PRO TUNC TO FEBRUARY 5, 2008**

Upon consideration of the application dated February 28, 2008 (the "Application") of the Official Committee of Unsecured Creditors (the "Committee") of Quebecor World (USA) Inc., et al. (collectively, the "Debtors"), for entry of an order, pursuant to sections 328 and 1103(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules"), authorizing the Committee to retain and employ Jefferies & Company, Inc. ("Jefferies") as their investment bankers, pursuant to the terms of the engagement letter dated February 5, 2008 (the "Jefferies Engagement Letter"), *nunc pro tunc* to February 5, 2008; and upon the Declaration of Steven R. Strom, Managing Director of Jefferies, dated February 26, 2008 (the "Strom Declaration") in support of the Application; and the Court being satisfied, based upon the representations made in the Application and the Strom Declaration, that Jefferies represents no interest adverse to the Committee and/or the Debtors' estates or their creditors with respect to the matters upon which it is to be engaged, that it is a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy

Code, and that its employment is necessary and in the best interests of the Committee and the Debtors' estates and their creditors, and that the terms of compensation being sought by Jefferies as described in the Jefferies Engagement Letter and the Application, are reasonable; and it appearing that proper and adequate notice has been given and that no other or further notice is necessary; and after due deliberation thereon, and good and sufficient cause appearing therefore, it is hereby

ORDERED that the Application is granted and approved in all respects; and it is further

ORDERED that, pursuant to sections 328, 1103(a) and 1103(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rule 2014-1, the Committee is hereby authorized and empowered to employ Jefferies as its investment bankers on a final basis, in accordance with the terms set forth in the Application and the Jefferies Engagement Letter, *nunc pro tunc* to February 5, 2008; and it is further

ORDERED that Jefferies shall be compensated in accordance with the procedures set forth in sections 328, 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules and Local Bankruptcy Rules as may then be applicable, from time to time, and such procedures as set forth in the Order Establishing Procedures Governing Interim Monthly Compensation of Professionals; and it is further

ORDERED that Jefferies is authorized on a final basis to receive (a) its compensation as set forth in the Jefferies Engagement Letter, and (b) reimbursement of Jefferies' expenses, which in each case shall not hereafter be subject to challenge except under the standard of review set forth in section 328(a) of the Bankruptcy Code; and it is further

ORDERED that, notwithstanding anything to the contrary set forth above, the Office of the United States Trustee retains the right to object to any interim or final fee application filed by Jefferies (including any request for the reimbursement of expenses) on any grounds provided for under the Bankruptcy Code (including, without limitation, the reasonableness standard provided for in section 330 hereof), the Bankruptcy Rules, or any Local Rules or Orders of this Court; and it is further

ORDERED that the Debtors and their estates shall be bound by the indemnification, contribution and exculpations provisions of the Jefferies Engagement Letter and will indemnify, defend and hold harmless Jefferies and its affiliates, and its and their respective officers, directors, shareholders, principals, members, managers, employees, affiliates, subcontractors, representatives, agents and controlling persons, and each of their respective successors and assigns (each a “Jefferies Indemnified Party” and collectively, the “Jefferies Indemnified Parties”) pursuant to the indemnification, exculpation and contribution provisions of the Jefferies Engagement Letter and, during the pendency of these bankruptcy proceedings, subject to the following conditions:

(a) all requests of the Jefferies Indemnified Parties for payment of indemnity pursuant to the indemnification provisions of the Jefferies Engagement Letter shall be made by means of an application (interim or final as the case may be) filed with, and subject to the approval of, the Court to ensure that such payment conforms to the terms of the Jefferies Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the orders of this Court, and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall a Jefferies Indemnified Party be indemnified or

receive contribution in the case of bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Jefferies Indemnified Party; and

(b) in no event shall a Jefferies Indemnified Party be indemnified or receive contribution or other payment under the indemnification provisions of the Jefferies Engagement Letter if the Debtors, their estates, the Committee or a representative of the Committee, asserts a claim for, and a court determines by final order that such claim arose out of, bad faith, self dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of that or any other Jefferies Indemnified Party; and

(c) in the event that a Jefferies Indemnified Party seeks reimbursement for attorneys' fees from the Debtors and the estates pursuant to the terms of the Jefferies Engagement Letter, the invoices and supporting time records from such attorneys shall be included in Jefferies' own fee applications (both interim and final) and such invoices and time records shall be subject to the guidelines for compensation and reimbursement of expenses of the United States Trustee's Office and the approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 328, 1103(a) and 1103(b) of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application, the Jefferies Engagement Letter or this Order, the terms of this Order shall govern; and it is further

