



**COMMERCIAL LOAN AND SECURITY AGREEMENT
(FOR NEW OR USED MOTOR VEHICLES AND EQUIPMENT)**

6845630000005934

Agreement Date: 9/20/2007

The undersigned Borrower hereby applies to Navistar Financial Corporation ("Lender") for a loan of the Unpaid Balance shown below, on the following terms and conditions, in connection with the purchase from seller of the equipment described below (the "Goods"). Borrower hereby acknowledges delivery, inspection and acceptance of the Goods, represents that the Goods are being purchased for a business or commercial purpose and authorizes disbursement of loan proceeds to seller in payment for the Goods or other obligations of Borrower.

SELLER INFORMATION

SELLER NUMBER 684563-000
Fleetco Inc
Nashville, TN
APPROVAL 01512004

BORROWER INFORMATION

QUEBECOR WORLD (USA) INC
2847 Brick Church Pike
Nashville TN 37207
COUNTY Davidson
SSN/TAX-ID 62-0863382
CUSTOMER # 07373327
(615) 226-1776

DESCRIPTION OF EQUIPMENT

VEHICLE YEAR	NEW USED	MANUFACTURER	MODEL	SERIAL NUMBER	EQUIPMENT TYPE	UNIT PRICE	UNIT NUMBER
1996	Used	Pines Trailer Corp Inc	DRY VAN	1PNV532B1TH203144	Trailer	\$9,175.00	

DESCRIPTION OF TRADE-IN

VEHICLE YEAR	MANUFACTURER	MODEL	SERIAL NUMBER	BODY TYPE	GROSS ALLOWANCE	LESS AMOUNT OWING	TRADE-IN (NET)

INSURANCE COVERAGE

NO LIABILITY INSURANCE

PHYSICAL DAMAGE:

Physical Damage Insurance satisfactory to Lender is required. The Borrower may choose the person through which the insurance is to be obtained or provide such insurance through an existing policy subject to Lender's right to refuse to accept any such insurer for any reasonable cause. If Physical Damage Insurance is included in this Agreement, the cost of insurance shall be as set forth in item 6a and the following coverage is provided for a term of _____ months from the date of delivery:

Deductible Other Than Collision (Specified Perils Comprehensive or Fire Theft and Combined Additional Coverage as per attached insurance application):

Deductible Collision:

Name of Physical Damage Insurance Company:

Agent Name/Phone:

Texas Residents Only: If physical damage insurance is obtained through the Lender and placed with a county mutual insurance company, the premium or rate of charge is not fixed or approved by the Texas State Board of Insurance.

CREDIT LIFE INSURANCE IS NOT REQUIRED.

If a charge is included in 6b it is understood that credit life insurance is requested in this Agreement and the Borrower signing below is the insured. Borrower hereby acknowledges receipt of a certificate containing the terms of such insurance through Agent.

Name of Credit Life Insurance Company:

Agent Name/Phone:

SALE ANALYSIS

1. CASH PRICE	\$9,175.00
2. SALES AND OTHER TAXES	\$0.00
3. CASH PRICE + TAX (1 + 2)	\$9,175.00
4. a. CASH DOWN PAYMENT	\$0.00
b. TRADE-IN (NET ALLOWANCE)	\$0.00
TOTAL DOWN PAYMENT (a + b)	\$0.00
5. UNPAID BALANCE OF CASH PRICE (3 LESS 4)	\$9,175.00
6. a. PHYSICAL DAMAGE	\$0.00
b. CREDIT LIFE INSURANCE	\$0.00
c. TITLE AND OFFICIAL FEES	\$0.00
d. DOCUMENTATION FEE	\$0.00
e. OPTIONAL SERVICE/EXTENDED WARRANTY	\$0.00
f. OTHER	\$0.00
TOTAL OTHER CHARGES (Total of 6a to 6f)	\$0.00
7. PRINCIPAL BALANCE (5 + 6)	\$9,175.00
8. INTEREST CHARGE	\$504.58
9. TOTAL PAYMENTS (7 + 8)	\$9,679.58
10. DEFERRED PAYMENT PRICE (3 + 8 + 9)	\$9,679.58

11. Payment Schedule - Borrower agrees to pay the Lender the TOTAL PAYMENTS (item 9 above) as set forth below and payable on the same day of each successive month until paid in full.

# of Payments	Amount of Payment	Beginning	# of Payments	Amount of Payment	Beginning	# of Payments	Amount of Payment	Beginning
12	\$806.63	10/20/2007						

FOR USE IN SOUTH CAROLINA ONLY: WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: BORROWER HEREBY EXPRESSLY AGREES THAT, SHOULD THE LENDER BE ENTITLED TO POSSESSION OF THE GOODS DESCRIBED ABOVE OR ITS PROCEEDS UNDER THE TERMS OF THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith (INCLUDING ANY FURTHER EXTENSIONS, RENEWALS, ETC.) BORROWER WAIVES ITS RIGHT TO NOTICE AND AN OPPORTUNITY TO BE HEARD PRIOR TO REPOSSESSION OF THE GOODS BY THE LENDER.

NOTICE TO BORROWER: 1. Do not sign this Agreement before you read it or if it contains blank spaces. 2. You are entitled to a completely filled-in copy of the Agreement when you sign it. 3. You have the right (a) to pay off in advance the full amount due which will include interest due up to the date of your next regularly scheduled payment, and to obtain a refund of any remaining interest which is calculated on a 30 over 360 day basis, unless another method is required by law; (b) to redeem the Goods if repossessed by default; (c) to require, under certain conditions, a resale of the Goods if repossessed. 4. If you desire to pay off in advance the full amount due, the amount of refund you are entitled to, if any, will be furnished upon request. 5. In Texas, this Agreement may be subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2801 North Lamar, Austin, Texas 78705-4207. Telephone (512) 478-1285, (214) 283-2016, (713) 461-4074.

ADDITIONAL PROVISIONS

PARTIES As used herein, "Borrower" shall include all persons or entities who sign as "Borrower(s)" "Lender" shall mean Navistar Financial Corporation, its successors and assigns. Upon notice of assignment, Borrower agrees to make payments hereunder directly to such assignee. Assignee shall be entitled to all rights of Lender free from any defense, set-off or counterclaim by the Borrower against the seller of the Goods except as required by law.

LATE PAYMENTS: In addition to promising to pay the "Total Payments" as set forth above, Borrower promises to pay past due interest accrued from maturity on each installment in default more than 10 days at the highest rate permitted by law. Borrower also agrees to pay all expenses actually incurred, including attorney fees, in collecting any amount payable under this Agreement, all to the extent allowed by law.

USE OF GOODS: Borrower shall hold and use the Goods at its risk and expense with respect to loss or damages, and taxes and charges of every kind, shall take proper care of the Goods and shall not abuse or misuse the same, shall not sell, assign or transfer its interest in the Goods or remove the Goods from the jurisdiction in which they now reside without the prior written consent of Lender, shall domicile all Goods in the United States and shall not allow the Goods to be used or located outside of the United States or Canada; shall not use the Goods for any illegal purpose and shall not attach any of the Goods to any real estate or to any other property in such a manner as to become a part thereof. If Borrower fails to pay said taxes and said charges Lender may, at its election, either do so and charge same to Borrower or treat such failure as a breach of condition of this agreement. Any amount so paid by the Lender shall become a part of the indebtedness secured hereunder.

PHYSICAL DAMAGE INSURANCE If a cost for physical damage insurance is included in the Agreement, Borrower hereby assigns to Lender the right to cancel such insurance. If any insurance included in this Agreement is cancelled, whether by request of the Borrower or the Lender, or action of the Insurance Company, Lender is hereby authorized on behalf of Borrower to receive any unearned premium refund. If no cost of physical damage insurance is included in this Agreement, Borrower agrees to promptly insure the vehicle/equipment at Borrower's own expense in a company acceptable to the Lender against loss by fire, theft and collision for the period of the term of this Agreement and in such amounts and upon such terms as are acceptable to Lender. Borrower specifically covenants to name Lender hereof as loss payee as its interests may appear. If the Borrower fails to deliver such a policy, or if such policy, by whomsoever placed, is subsequently canceled or expires, and Borrower fails to furnish satisfactory replacement insurance immediately, the Lender at its election may either purchase such a policy or purchase single interest insurance protecting Lender alone against loss and charge same to Borrower, or treat such failure as a breach of condition of this Agreement. Any amount so paid by the Lender shall become a part of the indebtedness secured hereunder.

SECURITY INTEREST In order to secure performance and payment of the obligations and indebtedness hereunder and of all other amounts due or to become due hereunder and to secure each and every other obligation or indebtedness of every kind and description and howsoever arising, now or hereafter owing by Borrower to Lender, Lender hereby retains, and Borrower hereby grants, a purchase money security interest under the Uniform Commercial Code in and to the Goods described above, together with all replacements, repairs and accessories thereto and all cash and non-cash (including insurance proceeds) proceeds thereof. The security interest hereby granted is a separate, independent security interest that is in addition to, and not in substitution for, any and all security interests heretofore or hereafter granted by Borrower to Lender. This Agreement is not an amendment to or modification of, or a waiver or release by Lender of any term, provision or condition of any other agreement between Borrower and Lender. Further Lender hereby retains, and Borrower hereby grants, a security interest in the proceeds of any physical damage, credit life and/or disability insurance for which a charge is stated above or which is supplied by Borrower and, if a charge for any such insurance has been included in this contract, a security interest in the refund of any unearned premiums in the event such insurance is terminated, or canceled for any reason. Borrower shall cause or cooperate with Lender in causing Lender's security interest in the Goods to become properly perfected under state law through filing of a financing statement or notation on appropriate perfection documents.

DEFAULT: Time is of the essence hereof and if Borrower defaults in any one of said installments or other payment provided for herein when due or breaches any other covenant or condition of this Agreement or any other contract or agreement between Borrower and Lender or its Affiliates or if the Goods are levied upon or Borrower becomes bankrupt or insolvent or a petition in bankruptcy is filed by or against the Borrower, then Lender may, in its sole option and discretion in any such event declare the total amount unpaid hereunder, including accrued delinquency charges, and excluding unearned interest, immediately due and payable and may take possession of the Goods in a lawful manner wherever found without notice, demand or legal process, or may require the Borrower to assemble the Goods and make them available to the Lender at a place to be designated by the Lender, and where not prohibited by law, may sell the same at public or private sale with or without notice, at which sale Lender may become the purchaser, may deduct from the proceeds of any such sale all taxes and charges due on the Goods and all expenses of taking, removing, holding, repairing and selling the Goods, and may apply the net proceeds to any indebtedness of Borrower, returning to Borrower any surplus or holding Borrower liable for any deficiency, and in consideration of the use of the Goods and for diminution in saleable value thereof, Lender may retain all payments made or Lender may pursue any other remedy provided by law. Lender may accept partial payments of any sum due without waiving or otherwise modifying the terms of this Agreement and the waiver by Lender of a breach of any condition of this Agreement shall not constitute a waiver of any subsequent breach whether or not of a like character. In the event of bankruptcy or other insolvency proceedings, in addition to the above remedies, the Lender shall be entitled to any rental or other income produced by the Goods prior to their release to Lender.

ADDITIONAL PROVISIONS - (Continued)

6845630000005934

DEFAULT FOR USE IN LOUISIANA ONLY Borrower does hereby confess judgment in favor of the Lender or any subsequent holder of this Agreement for principal, interest, attorney's fees, and costs and does hereby declare that if any one of the payments on the loan or other payment provided for herein is not fully paid when due, if default be made in compliance with any condition or covenant herein, or proceedings in bankruptcy, insolvency or receivership be instituted by or against the Borrower, or if any action is taken looking toward the appointment of a receiver, syndic or curate of Borrower or if the property be used in violation of any state or Federal law such violation shall constitute a breach of this Agreement which shall ipso facto be immediately due and exigible in its entirety and the Borrower may cause all and singular the goods herein described to be seized and sold under executory or other legal process in any court, without appraisal, to the highest bidder, payable cash. Borrower hereby specifically waives the three (3) day notice of demand provided by Article 2639 of the Louisiana Code of Civil Procedure and Notice of Appraisal set forth under Article 2723 of the Louisiana Code of Civil Procedure and all pleas of division and discussion and the benefit of appraisal or Lender may and is hereby authorized to take immediate possession of the goods wherever found without process of law and to hold same until the amount due and either at public or private sale without demand for performance or without notice to the Borrower, with or without having the Goods at the place of sale. The Lender, or future holder of this Agreement, shall have the right to bid at any public sale. From the proceeds of any such sale, the Lender, or future holder of this Agreement, shall deduct all expenses for retaking, repairing and selling the Goods, including a reasonable attorney's fee. Pursuant to the authority of Louisiana Revised Statutes § 5136 et Seq., Borrower hereby appoints Lender, or its designee, to be keeper or receiver of the collateral herein described who, at its option, may take possession thereof and administer same immediately upon any seizure incident to any legal action brought by Lender. Louisiana law permits repossession of motor vehicles without judicial process.

CO-BORROWER The obligation of any co-borrower hereunder shall be primary and the co-borrower shall be jointly and severally liable with the Borrower for payment in full of all amounts due or to become due pursuant to the terms and conditions of this Agreement.

GENERAL Borrower hereby covenants that all facts and information contained herein and in the credit application are true and correct as of the date hereof and specifically warrants that there are no other amounts owing on the trade-in equipment except as may be indicated herein. Renewal, extension, or assignment of this Agreement shall not release Borrower or Co-Borrower from any obligations hereunder.

POWER OF ATTORNEY Borrower hereby grants to Lender an irrevocable power of attorney and hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact, to take in the place and stead of and in the name of Borrower, in Lender's discretion, such actions as may be necessary or desirable to give effect to the purposes and intent of the Agreement or any other financing agreement between Borrower and Lender (collectively, the "Cross-Collateralized Agreements"), including without limitation (a) executing, signing or filing on Borrower's behalf, any financing statement, continuation statement or any other document related to the perfection or protection of the security interest hereby created, if allowed by law, and (b) receiving, endorsing and collecting any checks, drafts or other instruments in connection with any insurance proceeds, claims or settlements made in connection with or relating to the Equipment financed pursuant to any of the Cross-Collateralized Agreements until all amounts due to Lender from Borrower have been paid in full. The power of attorney and other rights and privileges granted hereby shall survive any dissolution, liquidation, insolvency or winding-up of Borrower.

SAVINGS CLAUSE Should any provision of this Agreement be or become invalid, illegal, prohibited or unenforceable by law or otherwise, then such provision shall be void, however, such invalidity shall not in any way invalidate or impair the remainder of this Agreement or any other of its provisions. If the rate of interest or other charges set forth hereunder shall exceed the applicable maximum, then such rate shall be reduced to such maximum and any excess interest or charge that may have been collected shall, at the option of the Borrower, either be refunded in cash or applied as a credit to unpaid principal. In no event shall Borrower be obligated to pay such excess charges.

APPLICATION OF PAYMENTS Each payment received on the loan shall be applied first to accrued interest and delinquency charges and then to the balance of any amount financed then outstanding.

ACCEPTANCE BY LENDER, CHOICE OF LAW This Agreement is not binding until accepted by Lender in Illinois. Except as prohibited by law, the construction and validity of this Agreement shall be controlled by the law of Illinois, where this Agreement is entered into, and applicable federal law. This Agreement is entered into in Illinois and all loans made by the Lender will be extended from Illinois.

WAIVER OF JURY TRIAL: BORROWER WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

All payments shall be paid to Lender at P O Box 96070, Chicago, IL 60693-0070 or as otherwise directed by Lender to Borrower in writing. Telephone inquiries should be directed to Navistar Financial Corporation (830) 753-4000. All other correspondence should be sent to Lender at P O Box 4024, Attn: FSC, Schaumburg, IL 60168-4024.

<p>Borrower has read and agrees to all terms, provisions and conditions contained in this three page Agreement, agrees that this Agreement contains the entire agreement between Borrower and Lender relating to this loan for the purchase of the Goods, and supersedes all previous agreements, except as to agreements between Borrower and Lender.</p>	
<p>The Agreement is subject to the terms of the Retail Financing Arrangement between the Lender and Seller. Initial for:</p> <p>Non-Recourse <input checked="" type="checkbox"/> Limited Liability _____ Repurchase _____ Full Recourse _____</p> <p>SELLER: Fleetco, Inc.</p> <p>NAME: <u>DALE BRADBRICK</u></p> <p>BY: <u>[Signature]</u> (Print Name of signatory)</p> <p>(If signatory is owner, Officer or Authorized Representative)</p>	<p>BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY</p> <p>NAME OF BORROWER: QUEBECOR WORLD (USA) INC</p> <p>NAME: <u>Brent Hill</u> (Print Name of signatory)</p> <p>BY: <u>[Signature]</u> TITLE: President</p> <p>(If corporation, partnership, joint venture, trust, or other entity, signatory must show corporate title if partnership, a general partner must sign if partnership) or partner must sign.</p>
<p>LENDER'S ACCEPTANCE</p> <p>Lender: Navistar Financial Corporation Accepted by Lender at 425 North Martingate Rd, Schaumburg IL 60173</p> <p>NAME: _____ (Print Name of signatory)</p> <p>BY: <u>[Signature]</u> DATE: <u>7-28-07</u></p> <p>(Authorized Representative)</p>	
<p>NAME: _____ (Print Name of signatory)</p> <p>BY: _____ TITLE: _____</p> <p>(Co-Borrower / Co-Signer / Guarantor)</p>	

REC'D SEP 28 2007