

**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 REGARDING ATMOS ENERGY
MARKETING, LLC'S REQUEST FOR ADEQUATE ASSURANCE OF
PAYMENT FOR FUTURE SERVICES**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and Atmos Energy Marketing, LLC (“Atmos”), 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 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”).

D. Atmos has made an Additional Assurance Request to the Debtors.

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

E. Pursuant to paragraph 10 of the Final Order, the Debtors have the authority to resolve the Additional Assurance Request by mutual agreement with Atmos.

F. After good faith negotiations, the Debtors and Atmos have agreed to resolve Atmos' Additional Assurance Request on the terms below and as agreed to in that certain letter agreement dated May 5, 2008 (the "Letter Agreement").

STIPULATION AND AGREEMENT

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

1. The Debtors agree not to assert in their chapter 11 cases that Atmos is a "utility" within the meaning and subject to the application of section 366 of the Bankruptcy Code. Debtors further agree that Atmos is not subject to the Motion or the Final Order. Accordingly, with the exception of the Debtors' authority under paragraph 10 of the Final Order to resolve any Additional Assurance Request by mutual agreement the terms of the Final Order shall not apply to Atmos and Atmos shall be excluded from the definition of Utility Provider and pursuant to paragraph 14 of the Final Order Atmos shall be deemed to be removed from Exhibit A to the Final Order.

2. Atmos' Adequate Assurance Request is hereby resolved in its entirety pursuant to the terms set forth in the Letter Agreement and this Stipulation and Order.

3. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Stipulation and Order, including, without limitation, providing the adequate assurance security deposit specified in the Letter Agreement to Atmos.

4. Nothing herein shall limit, enlarge, modify or otherwise affect the rights of the Debtors or Atmos with respect to the contracts between Atmos and certain of the Debtors, including (a) the rights of Atmos, if any, under Section 556 of the Bankruptcy Code with respect to the contracts or (b) the rights and remedies of the Debtors and Atmos, 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 Atmos reserve all of their respective rights with respect to these matters.

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

6. 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.

7. This Stipulation and 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 Atmos 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 Order.

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IT IS SO ORDERED.

Dated: New York, New York
May 20, 2008

s/ James M. Peck
United States Bankruptcy Judge