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**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

Honorable James M. Peck

**DECLARATION OF SEAN M. TWOMEY IN SUPPORT OF MOTION OF THE  
DEBTORS FOR AUTHORITY TO ENTER INTO AMENDMENTS TO A  
PRINTING AGREEMENT WITH DEX MEDIA INC. AND TO ASSUME THE  
PRINTING AGREEMENT AS AMENDED**

I, Sean M. Twomey, declare under penalty of perjury as follows:

1. I am Senior Vice President for Market Development for the Quebecor World Book & Directory Publishing Services Division of Quebecor World (USA) Inc., a corporation organized under the laws of the State of Delaware and one of the above-captioned debtors and debtors in possession (collectively, the "Debtors").

2. I submit this Declaration in support of the Debtors' Motion for Authority to Enter into Amendments to a Printing Agreement with Dex Media Inc. and to Assume the Printing Agreement as Amended (the "Motion").

3. QWUSA is a party to a Master Agreement for Printing Services (the "Printing Agreement") dated as of March 31, 2005, with Dex, on behalf of itself and its subsidiaries Dex Media EAST LLC and Dex Media West LLC.

4. Dex publishes white pages and yellow pages print telephone directories in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Dex was acquired in 2006 by R.H. Donnelley Corporation, one of the leading Yellow Pages publishers in the United States.

5. The Printing Agreement provides for QWUSA to print telephone directories for Dex, on terms and conditions set forth in the Printing Agreement, through December 31, 2014. The Printing Agreement calls for QWUSA to print these directories at its Loveland, Colorado plant and at its network of North American directory facilities. The sales volume of the Printing Agreement over the course of its term was estimated at approximately \$200 million. The parties have performed under the Printing Agreement for over three years, and the Debtors have met all of their obligations under the Printing Agreement.

6. Recently, as a result of significant developments since the Printing Agreement was entered into, the parties have discussed and agreed to certain additional modifications to the Printing Agreement to meet their respective business needs. These modifications are set forth in Amendment 1 and Amendment 2 to Master Agreement (the "Amendments") which, collectively, will correct certain errors in the initial agreement, modify the schedules to the Printing Agreement and expand the scope of the business relationship.

7. Under this expanded agreement, the Printing Agreement will be extended by one year, through December 31, 2015, there are certain modifications to the schedules set forth in the Agreement, and the Amendments also provide for the expansion of the products to be manufactured by QWUSA for Dex. Incremental sales associated with these additional products are forecast at greater than \$25 million over the term of the Printing Agreement. The Amendments also resolve certain open issues between the parties related to the timing of future scheduled work.

8. Amendment 2 specifically provides that it is subject to QWUSA's obtaining this Court's approval for the amendment,<sup>1</sup> which is being sought through the Motion. As the Amendments modify an existing executory contract, the Debtors also seek authority to assume the Printing Agreement, as amended by the Amendments.

9. As the Debtors have performed all of their obligations under the Printing Agreement, and are not in default thereunder, the Debtors do not have any cure payments

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<sup>1</sup> Amendment 1, which makes less material amendments than does Amendment 2, does not specifically require Court approval. Nonetheless, for the sake of completeness, the Debtors seek through the Motion approval to their entry into both amendments.



or obligations to satisfy in connection with the assumption of the Printing Agreement, as amended by the Amendments.

10. The Debtors have determined that entry into the Amendments is in their best interests and will have positive impacts on their business operations. The Amendments maintain, expand and extend a critically important relationship with one of the leading directory publishers in the United States, and the Debtors have determined that the Amendments will provide QWUSA with substantial revenue and earnings. They contains terms which are fair and reasonable in the industry and in light of the size and other circumstances of the Printing Agreement.<sup>2</sup>

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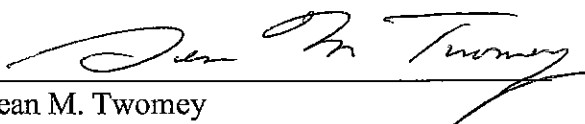
<sup>2</sup> To the extent Amendment 2 resolves certain open issues among the parties related to the timing of future scheduled work, the resolution of those open issues is a critical component of extending and expanding the parties' contractual relationship in a way which the Debtors have determined, in the exercise of their business judgment, is very much in the interests of the Debtors and their estates.

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11. Assumption of the Printing Agreement as amended is a sound exercise of the Debtors' business judgment. Dex is one of the Debtors' major and most valued customers, and the Printing Agreement provides substantial annual revenues to the Debtors. Assuming the Printing Agreement, as amended by the Amendments, will provide both the Debtors and Dex with additional assurance that their longstanding relationship will continue as contemplated by the Printing Agreement. Moreover, there are no defaults under the Printing Agreement that are required to be cured in connection with the assumption. Finally, assumption of the existing agreement is an integral part of entering into the Amendments, which substantially modify the parties respective contractual obligations.

I declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge, information and belief.

Dated: June 9, 2008

  
Sean M. Twomey