

EXHIBIT B

RW-317AF (7/07)
18-K-580

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**



ROW OFFICE PROJ. NO.	040116
COUNTY	Luzerne County
S.R. - SECTION	SR 924 Section 305
MUNICIPALITY	Hazle Township
PARCEL NO.	30
CLAIM NO.	4000302000
CLAIMANT	Quebecor World Hazleton Inc.

AGREEMENT OF SALE
(Fee Simple)

Made on _____ by Quebecor World Hazleton Inc., owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH has filed a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH.

NOW, THEREFORE, in consideration of the sum of Fifty-Two Thousand Fifty and 00/100 (\$52,050.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMONWEALTH and the COMMONWEALTH agrees to purchase, subject to U.S. Bankruptcy Court Approval (if necessary)

- in fee simple the premises described by metes and bounds in Exhibit "A"
- in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

Being all or a portion of the same property conveyed or devised to the SELLER by Deed of Greater Hazleton Community Area New Development Organization, Inc., a/k/a Can-Do, Inc., a non-profit industrial development corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at One South Church Street, Hazleton, Luzerne County, Pennsylvania dated May 14, 2007, recorded in Deed Book 3007, Page 251216. This conveyance contains 0.49 Acres of Required Right-of-Way, 0.23 Acres of Perpetual Slope Easement, and 0.02 Acres of Perpetual Drainage Easement and is identified on COMMONWEALTH plans as Parcel 30, being part of Tax Map Parcel # U6S3-1-7, together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the COMMONWEALTH all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed. The SELLER will warrant GENERALLY the property interest to be conveyed.

Reserving, however, to the SELLER the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the COMMONWEALTH. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the COMMONWEALTH. The SELLER may continue to insure the property after possession has been delivered until title has passed to the COMMONWEALTH under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the COMMONWEALTH of the amount paid to the SELLER under this agreement.

The SELLER is assured that the COMMONWEALTH will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the COMMONWEALTH.

SELLER may remain in possession, on a rent free basis, until _____ after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$ _____ per month, in advance, beginning _____, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the COMMONWEALTH, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute the Department's Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the COMMONWEALTH.

The SELLER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

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Claimant

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Date

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

Quebecor World Hazleton Inc.
(Name of Entity)

BY: _____
David McCarthy, Vice President of Human Resources



BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Right-of-Way Administrator