

ARNOLD & PORTER LLP
399 Park Avenue
New York, New York 10022-4690
Telephone: (212) 715-1000
Facsimile: (212) 715-1399
Michael J. Canning
Joel M. Gross

*Counsel for the Debtors
and Debtors-in-Possession*

**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 ROMEO PAOLUCCI IN SUPPORT OF MOTION OF THE
DEBTORS PURSUANT TO 11 U.S.C. § 365 TO ASSUME AN EXECUTORY
CONTRACT FOR PRINTING SERVICES WITH DAILY NEWS, L.P.**

I, Romeo Paolucci, declare as follows in support of the Debtors' motion (the "Motion") for the entry of an order authorizing Debtors to assume an executory contract for printing services with Daily News, L.P. ("Daily News").

1. I am a Vice President of Sales of Quebecor World Inc. In this capacity, I am generally familiar with the matters set forth in the Motion.

2. The agreement that is the subject of the Motion is a Printing Agreement between Debtor Quebecor World (USA) Inc. ("QWUSA") and Daily News dated November 10, 2003, as modified and amended pursuant to an Amendment No. 1 dated December 1, 2006 (as so

amended, the “Printing Agreement”). The term of the Printing Agreement currently expires on December 31, 2009.

3. QWUSA provides Daily News with printing services for Daily News’ *New York Vue* magazine, which is a stand-alone weekly magazine that Daily News inserts in its daily newspaper. For the printing work related to *New York Vue*, QWUSA utilizes a facility known as the LaSalle Plant located near Montreal, Canada. The Debtors are the sole source of all of Daily News’ printing requirements for *New York Vue*, and have performed this work for ten years.

4. Under the Printing Agreement, QWUSA performs, provides and supplies all labor, supervision, equipment, utilities, facilities, production materials (other than paper), plate making, press work, binding, packing, loading and all other work necessary to complete the printing, manufacturing, readying for shipping of *New York Vue*, and the actual delivery of the magazine to Daily News’ inserting coordinator.

5. The Debtors have a substantial presence in the weekly magazine insert printing industry in general, and their business relationship with Daily News is significant and longstanding. As noted above, the Debtors are the sole source of printing services for Daily News’ *New York Vue* magazine, and have provided those services for ten years, generating in excess of \$1.5 million in sales per year. Likewise, Daily News depends on the Debtors to provide all of their printing requirements for *New York Vue*. Accordingly, in order for the Debtors to maintain their market share in the weekly magazine insert business sector, and to maintain the confidence of Daily News as a large and valued customer that is dependent upon the Debtors as its sole source of printing services for *New York Vue*, I believe that the Debtors have a strong business interest in assuming the Printing Agreement.

6. Both the Debtors and Daily News continue to perform all of their obligations under the Printing Agreement and neither party has declared any defaults under the Printing Agreement.

7. Daily News has expressed to the Debtors that it is very important to them in providing certainty as to their ongoing printing needs and to the Debtors' long term commitment to their relationship with Daily News that the Debtors assume the Printing Agreement at the present time. Accordingly, assumption of the Printing Agreement is important to maintain the continued confidence of Daily News and provide a foundation for future business dealings between the Debtors and Daily News.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 9, 2008.

/s/ Romeo Paolucci
Romeo Paolucci