

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 JEREMY ROBERTS IN SUPPORT OF MOTION OF THE
DEBTORS PURSUANT TO 11 U.S.C. §§ 105(a), 362, 363 AND 365 AND FEDERAL
RULES OF BANKRUPTCY PROCEDURE 6004, 6006 AND 9019 TO (I) ASSUME, AS
AMENDED, (A) AN UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY
LOCATED IN NASHVILLE, TENNESSEE AND (B) AN UNEXPIRED LEASE OF NON-
RESIDENTIAL REAL PROPERTY LOCATED IN TAUNTON, MASSACHUSETTS, (II)
AMEND (A) UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY
LOCATED IN NASHVILLE, TENNESSEE AND (B) UNEXPIRED LEASE OF NON-
RESIDENTIAL REAL PROPERTY LOCATED IN TAUNTON, MASSACHUSETTS
AND (III) ENTER INTO A STIPULATION OF SETTLEMENT REGARDING
LANDLORD’S MOTIONS WITH RESPECT TO UNEXPIRED LEASES OF NON-
RESIDENTIAL REAL PROPERTY LOCATED IN NASHVILLE, TENNESSEE AND
TAUNTON, MASSACHUSETTS**

I, Jeremy Roberts, declare as follows in support of the Debtors’ motion (the “Motion”)¹
(the “Motion”) for the entry of an order authorizing the Debtors to (i) assume, as amended, (a) an

¹ Unless otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to them in the Motion.

unexpired lease of non-residential real property located in Nashville, Tennessee and (b) an unexpired lease of non-residential real property located in Taunton, Massachusetts, (ii) amend (a) an unexpired lease of non-residential real property located in Nashville, Tennessee and (b) an unexpired lease of non-residential real property located in Taunton, Massachusetts and (iii) enter into a Stipulation of Settlement regarding landlords' motions previously filed with this Court with respect to unexpired leases of non-residential real property located in Nashville, Tennessee and Taunton, Massachusetts:

1. I am Senior Vice President, Corporate Finance and Treasurer of Quebecor World (USA) Inc. ("QWUSA"), 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"). In this capacity, I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, books and records.

2. The unexpired leases of non-residential real property that are the subject of the Motion are (i) a Lease between KDN Investments, LLC ("KDN"), as landlord, and Mid-South Press Corporation² ("QW Mid-South"), as tenant, dated as of July 11, 2001, a copy of which is attached to the Motion as Exhibit B (the "Nashville Lease") covering the real and personal property located at 2947 Brick Church Pike, Nashville (Davidson County), Tennessee (the "Nashville Property") and (ii) a Lease between Melvin D. Small and Sarah Small, Trustees of Eagle Drive Trust ("Trustees," together with KDN, the "Landlords"), as landlord, and Retail Printing Corporation³ ("QW RPC," together with QW Mid-South, the "Debtor Tenants"), as tenant, dated as of July 11, 2001, a copy of which is attached to the Motion as Exhibit C (the "Taunton Lease," together with the Nashville Lease, the "Leases") covering the real and personal

² Mid-South Press Corporation is now known as Quebecor World Mid-South Press Corporation.

³ Retail Printing Corporation is now known as Quebecor World Retail Printing Corporation.

property located at 50 John Hancock Road, Taunton (Bristol County), Massachusetts (the “Taunton Property,” together with the Nashville Property, the “Leased Premises”).

3. The Nashville Property consists of an office and manufacturing facility of approximately 106,900 square feet. The Taunton Property consists of an industrial building of approximately 149,329 square feet. The initial terms of both of the Leases expire on July 10, 2008, with renewal options for two consecutive five-year terms upon twelve months’ notice of intent to renew by the applicable Debtor Tenant. In addition, Section 14.2 of each of the Leases contains a Tenant’s Purchase Option (the “Purchase Options”) pursuant to which the Debtor Tenants, under their respective Leases, may, upon notice to the applicable Landlord, elect to purchase the respective Landlord’s right, title and interest in and to the applicable Leased Premises.

4. Prior to the Petition Date, pursuant to letters dated August 20, 2007, the Debtor Tenants notified the respective Landlords of their election to exercise their respective Purchase Options, with the closing of such Purchase Options to take place on or about July 11, 2008 pursuant to the terms of the Leases.

5. Both of the Leased Premises serve as the locations of major printing operations of the Debtors. The Debtors have a substantial amount of equipment, materials and inventory stored and in use at the Leased Premises.

6. Because the Debtors conduct substantial operations at the Leased Premises and would not be in a position to quickly relocate their operations upon rejection of the Leases, the Debtors do not believe that it would be in their best interests to reject the Leases in the immediate future, with resulting disruptions to their ongoing operations at both the Nashville Property and the Taunton Property. Moreover, at the present time the Debtors do not believe that rejection of the Leases would be in the best interests of their creditors and bankruptcy estates.

However, in light of their ongoing review of operations in connection with these Chapter 11 Cases, the Debtors also believe that it would be premature to assume the Leases in their present form, consummate the Purchase Options and close on a purchase of the Leased Premises at this stage of these Chapter 11 Cases. Accordingly, the Debtors and the Landlords have reached an agreement pursuant to which the Debtors and the Landlords will assume the Leases, as amended as described in the Motion and set forth in the Stipulation of Settlement and the term sheets attached to the Motion as Exhibit D.

7. The Leased Premises together comprise in excess of 256,000 square feet dedicated to the Debtors' printing operations. As noted above, relocating the operations currently based at the Leased Premises would require substantial lead-time to locate an appropriate alternative site, and would result in significant costs to the Debtors, both in terms of lost volume related to down-time and expenses associated with moving the equipment and inventory housed at the Leased Premises. Moreover, the Debtors operational needs are currently being met by the Leased Premises and the Debtors do not believe that there is any immediate benefit to rejecting the Leases and relocating to other premises.

8. Moreover, the Debtors and the Landlords have negotiated the terms of the Stipulation of Settlement and are in agreement on the material terms of the Nashville Amendment and the Taunton Amendment, such that assumption of the Leases, as amended by the respective Lease Amendments, will be with the consent of the Landlords.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 9, 2008.

/s/ *Jeremy Roberts*
Jeremy Roberts