

Exhibit A

EQUIPMENT LEASE

Lease made as of the 29 day of October, 2002 between RCA CAPITAL CORP. a Delaware corporation having its principal place of business at 21-00 Route 208, Fair Lawn, New Jersey 07410 (the "Lessor") and QUEBECOR WORLD BUFFALO INC. a Corporation under the laws of the State of NEW YORK having its principal place of business at 2475 George Urban Boulevard, Depew, New York 14043 (the "Lessee").

1. LEASE OF EQUIPMENT: Lessor leases to Lessee and Lessee leases from Lessor the personal property and property rights described in the attached Equipment Schedule incorporated herein (hereafter referred to as the "Equipment").

2. TERM AND RENTALS: The term of this Lease shall be 72 months from the date the Equipment is delivered to Lessee and shall be for a total rental of \$338,256.00 of which \$4,698.00 is herewith paid in advance and the balance of the rental, \$333,558.00 is payable in 71 successive monthly installments commencing on the day of November 4, 2002 and continuing on the same date of each month until paid in full. The first 71 installments shall each be in the amount of \$4,698.00 followed by none.

Rentals shall be paid without notice or demand, at the office of Lessor as set forth above or at such other place as Lessor or its assigns may from time to time designate.

3. USE AND LOCATION OF EQUIPMENT: Lessee warrants and agrees that the Equipment will be used only for business or commercial purposes; that regardless of the manner of affixation, the Equipment will remain personal property and not become a part of the real estate; that the Equipment will at all times be kept at **SAME AS ABOVE** and Lessee will secure the written agreement of the landlord of the premises and of the mortgagee, if any, that the Equipment shall remain personal property, removable by Lessor.

4. NO WARRANTY: Lessee acknowledges that the Equipment has been selected solely by it; that Lessor is not the manufacturer or vendor of the Equipment or an agent of the manufacturer or vendor; that Lessee has authorized and directed Lessor to purchase the Equipment from the manufacturer or vendor and Lessee looks solely to the manufacturer or vendor for delivery and installation of the Equipment. LESSOR NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE ANY WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO ITS DESIGN, QUALITY, CAPABILITY, OR CONDITION OR AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Lessor will assign to Lessee, to the extent assignable, any warranties of the manufacturer or vendor, provided that Lessee is not in default hereunder, any recoveries are used to repair or replace defective Equipment and any action by Lessee shall be at its sole cost and expense.

5. RISK OF LOSS: Risk of loss of, damage to, or destruction of the Equipment shall be on Lessee. Lessee shall promptly notify Lessor in writing of any loss, theft, damage or destruction of the Equipment. In case of damage to the Equipment (unless the same is damaged beyond repair) Lessee shall, at its expense, place the same good repair, condition and working order. If the Equipment is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor, in addition to unpaid late charges and other sums past due, an amount equal to the sum of (i) all unpaid rent due and to become due under this lease plus (ii) the purchase price pursuant to any agreement by Lessee to purchase, which sum shall be discounted to present value at the rate of five percent (5%) per annum; less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, damage, theft or destruction.

6. INSURANCE: Lessee shall, at its expense, procure and maintain throughout the term of this Lease (a) personal injury and property damage liability insurance with respect to the Equipment and its use in such amounts as Lessor requires, naming Lessor as additional insured, and (b) insurance covering the Equipment against all risks of physical loss, theft, damage and destruction and extended coverage in an amount not less than the greater of (i) the present value, using a five percent (5%) per annum discount rate of the total unpaid rent or (ii) the full replacement value (new) of the Equipment, with loss payable to Lessor. All insurers and coverages shall be satisfactory to Lessor. Lessee shall deposit said policies or duplicates or certificates thereof with Lessor and said policies shall provide that same may not be cancelled or altered without at least thirty (30) days prior written notice to Lessor. Lessor may apply the proceeds of said insurance to replace or repair the Equipment and/or to satisfy Lessee's obligations hereunder. Any such application of proceeds shall be applied against Lessee's rental obligations in inverse order of maturity. If Lessee fails to procure such insurance or pay when due any insurance premium for any policy, Lessor may (but shall not be required to) procure such insurance and/or make such payments and the costs thereof shall be deemed additional rent and paid by Lessee to Lessor with the next rental payment. All insurance policies insuring against risk of physical loss of the Equipment shall provide that the coverages shall not be invalidated against Lessor or its assignees because of any violation of any condition or warranty contained in any policy or application therefor by Lessee or by reason of any act of the Lessee.

7. NET LEASE: THIS LEASE IS AN IRREVOCABLE NET LEASE FOR THE FULL TERM. LESSEE'S OBLIGATION TO PAY RENT AND OTHER AMOUNTS PAYABLE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE AFFECTED BY ANY CIRCUMSTANCE INCLUDING, WITHOUT LIMITATION, (i) ANY SETOFF, COUNTERCLAIM, RECOURSE, DEFENSE OR OTHER RIGHT LESSEE HAS AGAINST LESSOR OR OTHER RIGHT LESSEE HAS AGAINST LESSOR OR (ii) ANY DEFECT IN, FAILURE OF DELIVERY, LOSS OR DESTRUCTION OF, OR DAMAGE TO THE EQUIPMENT OR INTERRUPTION OR CESSATION IN THE USE OF POSSESSION THEREOF.

THE UNDERSIGNED AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE HEREOF, AND IN WITNESS WHEREOF, THEY HEREBY EXECUTE THIS LEASE.

Accepted at Lessor's Office at Fair Lawn, New Jersey
RCA CAPITAL CORP.

By [Signature]
Title SVP

LESSEE: QUEBECOR WORLD BUFFALO INC.
Name of individual, corporation, partnership or other legal entity

By X
Title [Signature]

ADDITIONAL TERMS OF LEASE

8. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS: Lessee represents, warrants, and covenants that: Lessee has full authority and legal right to execute, deliver and perform this Lease and such action has been duly authorized by Lessee; Lessee's exact legal name and State of Incorporation (or if not a corporation, State of organization) and chief executive office are accurately set forth in the first paragraph of this Lease; any financial information furnished to Lessor by or on behalf of Lessee is complete and correct; Lessee will service, repair and maintain the Equipment in good condition, normal wear and tear excepted; Lessee will cause the Equipment to be operated in accordance with the manufacturer's and supplier's instructions and manuals, by competent and qualified personnel and in compliance with all governmental and insurance requirements; Lessee will obtain and maintain all necessary licenses and permits; Lessee will pay and indemnify Lessor for, and hold Lessor harmless from and against, all income, withholdings, fees, taxes and other governmental charges of any nature, together with any penalties or interest thereon, arising out of the transactions contemplated by this Lease and imposed against Lessor, Lessee, the Equipment or this Lease by any Federal, State or local government or taxing authority upon or with respect to the Equipment or the purchase, ownership, delivery, leasing, possession, use, operation, sale, return or other disposition thereof, or upon or with respect to the rentals, receipts or earnings arising from the Equipment, or upon or with respect to this Lease (excluding, however, taxes on or measured solely by the net income of Lessor); Lessee will not transfer or assign this Lease, or move, transfer, sublet or otherwise dispose of the Equipment, or permit the Equipment to be used by anyone other than Lessee, or make any material addition to or change in the Equipment, or grant any security interest therein, without Lessor's prior written consent; if requested by Lessor, Lessee shall at Lessee's expense, attach to and maintain on the Equipment a conspicuous plate or marking disclosing Lessor's ownership interest in the Equipment; Lessee will indemnify and hold Lessor harmless from and against all losses, damages, injuries, liabilities, claims and expenses in any way resulting from, relating to, or arising out of the manufacture, purchase, acceptance, ownership, leasing, delivery, condition, use, operation, control, sale, return or other disposition of the Equipment or any part thereof, including latent or other defects, whether or not discoverable, tort claims (including claims for strict liability in tort) or claims for patent, trademark, copyright infringement or trade secrets. Lessee will execute and deliver such other statements and documents required by any taxing authority or requested by Lessor to protect Lessor's rights in the Equipment or in connection with this Lease or any related document, including, without limitation, financing statements under the Uniform Commercial Code. Lessee, as debtor, grants a security interest to Lessor, as secured party, in any right, title and interest which Lessee now or may hereinafter have in the Equipment. This grant of a security interest shall not affect adversely the interpretation of this agreement as a true Lease. Lessee hereby constitutes and appoints Lessor its true and lawful attorney-in-fact to execute and deliver any financing statement or other document which may be required to establish and/or maintain Lessor's security interest in the Equipment and/or the additional collateral security covered by the provisions of paragraphs 11 and 12 below. Lessee will pay, or on demand reimburse Lessor for, Lessor's out-of-pocket expenses in connection with the filing of financing statements, continuations, and the costs of searches against Lessee or related parties. Lessee agrees that it will not change the State where it was incorporated or organized nor change its name or address without providing Lessor with 30 days prior written notice.

9. OWNERSHIP AND RETURN OF EQUIPMENT: Title to the Equipment shall at all times remain in Lessor and Lessee shall, at its own cost and expense, protect and defend Lessor's title. Upon the expiration or other termination of this Lease, Lessee shall surrender and return possession of the Equipment to Lessor unencumbered and in good order and repair, ordinary wear and tear excepted. Equipment returned to Lessor shall be properly prepared for shipment by common carrier by the Lessee, at Lessee's expense, and shall be shipped with insurance and freight prepaid to the point designated by Lessor.

10. DEFAULT AND REMEDIES: An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent or other sum due hereunder; (b) Lessee fails to maintain in force the required insurance or removes, sells, transfers, encumbers, sublets or parts with possession of the equipment or any part thereof, or attempts to do any of the foregoing; (c) Lessee breaches any warranty contained herein fails to perform or observe any other covenant, condition or obligation to be performed or observed by it hereunder or under any other lease, note, security agreement, other agreement or guaranty now or hereafter existing between the parties and such failure continues uncured for 5 days after written notice thereof to Lessee by Lessor; (d) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated to a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (e) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (f) Lessee terminates its existence, consolidates with, merges into, or conveys or leases all or substantially all of its assets to any person or entity.

Upon the occurrence of an event of default, Lessor at its option, may do any or all of the following: (a) declare all sums payable hereunder immediately due and payable ("accelerate") and Lessor shall be entitled to recover immediately as liquidated damages for loss of a bargain and not as a penalty, a sum equal to the aggregate of the following: (i) all sums due hereunder to the date of acceleration including late charges, (ii) all moneys to be paid by Lessee to Lessor during the remaining terms of this Lease discounted to present value using a rate of five (5%) percent per annum, (iii) any sum which Lessor may require Lessee to pay or which the Lessee may have agreed to pay for the Equipment on the termination of this Lease under any purchase agreement or otherwise; (iv) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment including attorneys fees and legal expenses and (v) interest on the aggregate of the amounts specified in (i) through (iv) from the date of acceleration or expenditure at the rate of two percent (2%) per month if not prohibited by law, otherwise at the highest rate lawfully payable by Lessee; (b) proceed by appropriate court action or other proceedings, at law or equity, to enforce performance by the Lessee of the covenants of this Lease and to recover damages for the breach thereof; (c) require Lessee to deliver the Equipment forthwith to Lessor at the Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agent may, without notice or liability or legal process, enter into any premises of or under the control or jurisdiction of Lessee where the Equipment may be or by the Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary and permitted by applicable law, Lessee hereby expressly waiving all further right to possession of the Equipment and all other claims for injuries suffered through or loss caused by such repossession. Should any action or proceedings be instituted by Lessor for monies due to Lessor hereunder and/or for possession of the Equipment for any other relief, the rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

The rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

LESSEE WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON THIS LEASE. IF LESSOR EMPLOYS LEGAL COUNSEL FOR THE PURPOSE OF EFFECTING COLLECTION OF ANY MONEYS DUE HEREUNDER OR FOR THE PURPOSE OF RECOVERING THE EQUIPMENT OR FOR THE PURPOSE OF PROTECTING LESSOR'S INTEREST BECAUSE OF A LESSEE DEFAULT, LESSEE AGREES TO PAY REASONABLE ATTORNEYS FEES AND EXPENSES INCLUSIVE OF THOSE INCURRED IN BANKRUPTCY PROCEEDINGS INCLUDING RELIEF FROM STAY MOTIONS, CASH COLLATERAL MOTIONS AND DISPUTES CONCERNING ANY DISCLOSURE STATEMENT AND/OR BANKRUPTCY PLAN. Lessee acknowledges and agrees that (i) Lessor shall have no obligation to clean-up or otherwise prepare the Equipment or other collateral for sale; (ii) Lessor may comply with any applicable state or federal law requirements in connection with disposition of the Equipment or other collateral and such compliance will not be considered adversely to affect the commercial reasonableness of the sale; (iii) Lessor may sell the Equipment or other collateral without giving any warranties with respect thereto and may specifically disclaim any warranties and such procedure will not be considered adversely to affect the commercial reasonableness of the sale and (iv) if Lessor sells any of the Equipment or other collateral on credit, Lessee will be credited only with the payments actually made by the Purchaser, received by the Lessor and applied to the indebtedness of the Purchaser and if the Purchaser fails to pay for the Equipment, Lessor may resell the Equipment and Lessee will be credited with the proceeds of the sale.

If any court of competent jurisdiction determines that any provision of this paragraph 10 is invalid or unenforceable, such determination shall not prohibit Lessor from enforcing its rights and establishing its damages in any action or proceeding in which Lessor seeks to enforce its rights and recover such damages, in accordance with the laws of such jurisdiction.

11. CROSS COLLATERALIZATION: As security for the Lessee's obligations under this Lease, Lessee hereby grants to Lessor a security interest in all machinery and equipment covered by any other lease, security agreement or conditional sales contract (collectively "agreement") between the Lessee and Lessor whether such agreement is now in existence or may hereafter come into existence and Lessee hereby assigns to Lessor all of its right, title and interest in and to any surplus money to which Lessee may be entitled upon the sale of any machinery and equipment covered by such agreement. Conversely, the Lessee hereby assigns to Lessor all of its right, title and interest, and grants Lessor a security interest, in any surplus money to which it may be entitled on a foreclosure and sale of the Equipment covered by this Lease to the extent that at the time Lessee is indebted to Lessor for any deficiency resulting from a foreclosure and sale of any equipment covered by any other agreement between Lessor and the Lessee. Anything above to the contrary notwithstanding, the benefit of the foregoing cross-collateral provision shall apply to Lessor and its assignee holding this Lease only to the extent that Lessor or such assignee is also the holder of such other agreement(s).

12. ASSIGNMENT: Lessor may assign, pledge, grant a security interest in or otherwise transfer this Lease in whole or in part and all of Lessor's right, title and interest hereunder and in the Equipment and other personal property, including the right to receive rentals and all other amounts payable hereunder. On receipt of notice of such assignment, Lessee shall promptly acknowledge its obligations hereunder to the assignee and shall comply with the written directions or demands of such assignee and shall make all rental and other payments due hereunder as such assignee may direct in writing. Following any such assignment, the term "Lessor" shall be deemed to include or refer to Lessor's assignee. Notwithstanding the foregoing, any such assignment shall be subject to Lessee's rights to possess and use the Equipment and other personal property so long as no event of default shall have occurred and be continuing. Lessee waives and will not assert against any assignee any claims, defenses or set-offs that Lessee could assert against Lessor except defenses which cannot be legally waived.

13. GENERAL PROVISIONS: So long as Lessee is not in default, Lessee shall peacefully and quietly hold the Equipment during the term hereof. Upon receipt of the Equipment, Lessee shall, at Lessor's request, execute and deliver Lessor's standard Delivery Certificate to Lessor. Lessor shall have the right, upon reasonable prior notice and during Lessee's regular business hours, to inspect the Equipment at the premises where located. Lessee will pay late charges in an amount equal to the lower of two percent (2%) per month or the maximum rate of interest permitted by applicable law on all delinquent installments of rent or other unpaid amounts from the due date thereof until paid. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein, or to such other address(es) as either party shall hereafter furnish to the other in writing. Lessee will furnish to Lessor, within 90 days after the close of its fiscal year, its year-end consolidated Balance Sheet and Profit and Loss Statement prepared by Lessee's certified public accountants, and within 30 days after the end of its second quarter in each of its fiscal years copies of its semi-annual unaudited financial statement. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. This Lease shall bind and shall inure to the benefit of the successors and assigns of the Lessor and shall bind all persons who become bound as Lessee to this Lease. The provision of the Lease may be changed, amended or terminated except by a writing signed by both parties. No express or implied waiver by Lessor of any default by Lessee shall in any way be, or be construed as, a waiver of any future or subsequent default by Lessee. Time is of the essence as to Lessee's obligations under this Lease and shall not be affected by the acceptance of any overdue payment. The paragraph headings are for convenience only and not a part of this Lease. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY. It shall not be binding on Lessor until accepted and executed on behalf of Lessor at its Fair Lawn, New Jersey office.

EQUIPMENT SCHEDULE A

ATTACHED TO AND MADE PART OF AN EQUIPMENT LEASE AGREEMENT BETWEEN RCA CAPITAL CORP. AS LESSOR AND **QUEBECOR WORLD BUFFALO INC.** AS LESSEE DATED OCTOBER 29, 2002

Equipment Description:

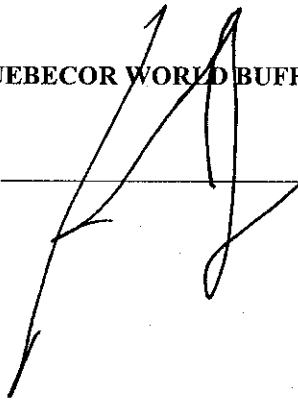
One (1) Used Bobst Model SP 142-ER s/n 0574 014 12 including two (2) Die Cutting Chases, Two (2) Cutting Plates, One (1) Embossing Chase, One (1) Embossing Plate, Two (2) Upper Stripping Frames, Two (2) Central Stripping Frames, Two (2) Lower Stripping Frames, Stripping Bars and Pins, Two (2) Upper Blanking Frames & One (1) Pre-Make-Ready Table;

Complete with all standard and accessory equipment together with all related software (embedded therein or otherwise) and including all parts, additions, repairs, attachments, accessories and accessions thereto, and any and all substitutions, replacements or exchanges thereof and all insurance and/or other proceeds thereof now owned or hereafter acquired.

QUEBECOR WORLD BUFFALO INC.

(Lessee)

By: _____

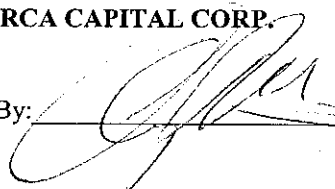


V. [Signature]
Title

RCA CAPITAL CORP.

(Lessor)

By: _____



[Signature]
Title

RCA Capital Corp.
EQUIPMENT FINANCING SPECIALISTS

October 31, 2002

Mr. Bob Morreale
Quebecor World Buffalo Inc.
2475 George Urban Boulevard
Depew, NY 14043

Re: Equipment Lease Agreement No. AD-6074 between Quebecor World Buffalo Inc.
as Lessor and RCA Capital Corp. as Lessee dated October 29, 2002 (the "Lease")

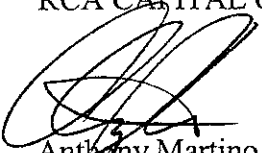
Dear Mr. Morreale:

Please be advised that we have assigned the above referenced transaction to *All Points Capital Corp., 275 Broad Hollow Road, Melville, NY 11747*. Beginning with the *December 4, 2002* payment, the remaining payments should be made to said company. *APCC* will invoice you monthly and RCA Capital Corp. will continue to service your account with regard to any and all future equipment financing needs and requirements.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

RCA CAPITAL CORP.



Anthony Martino
Sr. Vice President

/ljp

HEADQUARTERS

21-00 ROUTE 208 SOUTH
FAIR LAWN, NJ 07410

PHONE: 201-646-0070 FAX: 201-646-0069

E-MAIL: info@rcacapital.com

REGIONAL OFFICE

223 CORNELL COURT
LAKE OSWEGO, OR 97034

PHONE: 503-636-7550 FAX: 503-636-7405