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Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore  
Frank Peretore, Esq.  
FP#7020

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Case No. 08-10152 (jmp)  
: Chapter  
: :  
: Hearing Date:  
: :  
QUEBECOR WORLD (USA) INC. : AFFIDAVIT OF LISA MARIE MOORE  
: IN SUPPORT OF MOTION TO COMPEL  
Debtor. : DEBTOR TO ACCEPT OR REJECT  
: LEASE AGREEMENT AND/OR FOR  
: RELIEF FROM THE AUTOMATIC  
: STAY  
: :  
: :

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STATE OF OHIO :  
: ss  
COUNTY OF HAMILTON :

LISA MARIE MOORE, of full age, being duly sworn according to law upon his oath deposes  
and SAYS:

1. I am a Vice President of the movant National City Commercial Capital Company, LLC  
(hereinafter referred to as “Movant” or “National City”), which maintains offices for the transaction  
of business at 995 Dalton Avenue, Cincinnati, Ohio 45203. I am authorized to make the within  
Affidavit on behalf of the Movant, and am fully familiar with the circumstances and facts contained

herein.

2. On January 21, 2008, a voluntary petition was filed by Quebecor World (USA) Inc. (“Debtor”) under 11 U.S.C. §§101-1330 (as amended, the “Bankruptcy Code”).

3. The Movant is the owner of personal property which was leased to the Debtor and is described on each of the Master Lease Agreements.

4. More specifically, on or about February 2, 2004, the Debtor, through its Vice President, as Lessee, entered into two Master Lease Agreements (Lease Numbers 96989000 and 104319000) with Information Leasing Corporation, now known as National City, as Lessor. A true and accurate copy of the two Master Lease Agreements are attached hereto as **EXHIBIT A**.

5. Pursuant to the Master Lease Agreements, title to the equipment at all times remains with National City.

6. The Debtor has defaulted under the terms of the Master Lease Agreements as follows:

Master Lease Agreement 96989000

Monthly Payment	\$ 9,495.00
Payments due for 5/1/08 & 6/1/08	\$ 18,990.00
Stipulated Loss Value	\$104,445.00
Residual	\$ 5,000.00
Late Charges	\$ 3,798.00

Master Lease Agreement 104319000

Monthly Payment	\$ 10,778.00
Payments due for 2/1/08, 3/1/08, 4/1/08, 5/1/08 & 6/1/08	\$ 53,890.00
Partial Payment due 11/1/07	\$ 6,578.00
Stipulated Loss Value	\$129,336.00
Residual	\$ 5,000.00
Late Charges	\$ 5,389.00
Origination Fee	\$ 100.00

7. The Movant has demanded payment from the Debtor and it has refused and continues to

refuse to make payments on its indebtedness.

8. Pursuant to 11 U.S.C. Section 362, Movant is stayed from the commencement or continuation of any court action or other proceeding against the Debtor to collect its rent or to recover the subject property.

9. The Movant has been unable to determine whether or not the Trustee or the attorney for the Debtor In Possession will voluntarily abandon the property owned by Movant. As long as the Trustee or the attorney for the Debtor In Possession does not seek permission of this Court to accept or reject said Master Leases, the Movant is being and will continue to be irreparably harmed since the Debtor is believed to be using the leased equipment and thus, they are depreciating in value.

10. The Trustee or the attorney for the Debtor in Possession should be required to accept the Master Leases, cure the default and pay the Movant the rental for the use of the equipment described herein, plus counsel fees, taxes and late charges, or to reject the Agreement and surrender the possession of the specifically described property to the possession of the Movant, or Movant should immediately be granted relief from the automatic stay.

11. Pursuant to Section 365(d)(10) of the United States Bankruptcy Code, the Debtor is obligated to pay Movant the rental value set forth in Master Lease Agreements, beginning no later than 60 days after filing the petition. The Debtor filed the instant petition on or about January 21, 2008. Thus, the Debtor is clearly in default of its unambiguous obligation pursuant to 363(d)(10).

12. The legislature intended, in Section 365(d)(10) to shift the burden of taking action from the lessor to the Debtor. The Debtor's conduct constitutes bad faith and cause for relief from the stay.

13. The Movant has retained counsel in an effort to obtain the indebtedness owed by the Debtor. The Master Lease Agreements, at paragraph 14, provides that Movant shall be entitled to

attorneys' fees incurred in the event of Debtor's default.

14. Finally, the debtor's continued use of the leased equipment post-petition without compensation to Movant clearly entitles Movant to an Administrative Claim for all monies coming due post-petition.

/s/ Lisa Marie Moore  
Lisa Marie Moore

Sworn and subscribed to  
before me this 24<sup>th</sup> day  
of June, 2008.

/s/ Bobby Miller

Bobby Miller  
Notary Public, State of Ohio  
My Commission Expires 02/18/2013