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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

Comes now National City Commercial Capital Company, LLC (hereinafter "National City") and respectfully shows:

1. National City is the owner of a certain equipment leased to Debtor.
2. 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 to the Affidavit of Lisa Marie Moore as EXHIBIT A.

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

4. 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

5. The Movant has demanded payment from the Debtor and it has refused and continues to refuse to make payments on its indebtedness.

6. 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.

7. 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 vehicles and thus, they are depreciating in value.

8. 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.

9. 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).

10. 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.

11. 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.

12. 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.

WHEREFORE MOVANT NATIONAL CITY PRAYS THAT:

a. The attorney for the debtor be required to accept or reject the Agreement within a time certain to be fixed by the Court;

b. Pending such acceptance or rejection, the debtor be directed to immediately cure the default, compensate National City for reasonable attorneys' fees, and pay in advance the rental value

for the use of the leased equipment; and in the event of debtor's failure to do so, the automatic stay be lifted and debtor be directed to immediately surrender the equipment to National City; and

c. National City shall have immediate relief from the automatic stay or other and further relief as is deemed just and reasonable.

Dated: 07/15/08

PERETORE & PERETORE, P.C.
Attorney for Movant
National City Commercial Capital Company, LLC

By: /s/ Frank Peretore, Esq.
Frank Peretore, Esq.