

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	Chapter 11
Quebecor World (USA) Inc., <u>et al.</u> ,	Case No. 08-10152 (JMP)
Debtors.	Jointly Administered
	Honorable James M. Peck

**DECLARATION OF SEAN M. TWOMEY IN SUPPORT OF MOTION OF THE
DEBTORS FOR AUTHORITY TO ENTER INTO A PRINTING AGREEMENT
WITH LOCAL INSIGHT MEDIA HOLDINGS, INC.**

I, Sean M. Twomey, declare under penalty of perjury as follows:

1. I am Executive Vice President for Market Development for the Quebecor World Book & Directory Publishing Services Division 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”).

2. I submit this Declaration in support of the Debtors' Motion for Authority to Enter into a Printing Agreement with Local Insight Media Holdings, Inc.

3. Local Insight Media Holdings, Inc. ("Local Insight") is a leading provider of print yellow pages and Internet-based local search services in the Greater Cincinnati area, Hawaii, Alaska, the Caribbean and certain rural areas across the United States. It operates through five subsidiaries, CBD Media in the Cincinnati-Hamilton metropolitan area, HYP Media in Hawaii, ACS Media in Alaska, Axesa Servicios de Informacion in Puerto Rico, and Caribe Servicios de Informacion Dominicana in the Dominican Republic. In recent years, Local Insight has acquired a number of substantial yellow pages publishers.

4. QWUSA currently prints directories for Local Insight under three contracts, two of which are due to expire in the last quarter of 2008, and the third of which is set to expire at the end of 2011.

5. Because of the pending expiration of two of the contracts, and because the parties were also interested in expanding their business relationship, the parties decided to negotiate the terms of a new, long term relationship that would supersede the existing contracts. Those terms are reflected in a Master Agreement for Printing Services between QWUSA and Local Insight (the "Printing Agreement") dated as of June 1, 2008.

6. The Printing Agreement provides for QWUSA to print telephone directories for Local Insight, on terms and conditions set forth in the Printing Agreement, through June 1, 2018. The sales volume of the Printing Agreement over the course of its term is estimated at approximately \$100 million. The Printing Agreement also provides for QWUSA to undertake new work for Local Insight that is not being produced under the present contracts. Sales volume increase, over current contracted volumes, in 2008, in 2009 and in each year thereafter.

7. The Printing Agreement provides for the Debtors to seek approval from this Court for its entry into the Agreement. Local Insight sought such a provision to ensure that the Debtors had full authority to enter into the Printing Agreement.

8. The Debtors have determined that entry into the Printing Agreement is in their best interests and will have positive impacts on their business operations. The Printing Agreement maintains, expands and extends a critically important relationship with a leading directory publisher, and will provide QWUSA with substantial revenue and earnings. The Printing Agreement contains terms which are fair and reasonable in the industry and in light of the size and other circumstances of the Printing Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: July 30, 2008

/s/
Sean M. Twomey