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**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 BRIAN FRESCHI IN SUPPORT OF MOTION OF THE
DEBTORS PURSUANT TO 11 U.S.C. §§ 363 AND 365 FOR AUTHORITY TO
ENTER INTO MEMORANDUM OF AGREEMENT AMENDING A PRINTING
AGREEMENT WITH PARADE PUBLICATIONS AND TO ASSUME THE
PRINTING AGREEMENT AS AMENDED**

I, Brian Freschi, declare as follows in support of the Motion of the Debtors Pursuant to 11 U.S.C. §§ 363 and 365 for Authority to Enter into Memorandum of Agreement Amending a Printing Agreement with Parade Publications and to Assume the Printing Agreement as Amended (the “Motion”):

1. I am President, Marketing Solutions Group, Retail Insert, Catalog, Sunday Magazine and Direct Services of Quebecor World Inc., the parent of Quebecor World Printing (USA) Corp. (“QW Printing”), 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. This motion relates to a Printing Agreement between QW Printing and Parade Publications, a division of Advance Magazine Publishers Inc. (“Parade”) dated as of July 1, 1995 and amended on August 31, 1995, September 7, 1997, February 23, 2001, May 18, 2001, October 2, 2002, July 16, 2003, January 4, 2004, October 1, 2004, February 7, 2005, March 10, 2005, January 4, 2007, March 8, 2007 and January 14, 2008 (collectively, the “Printing Agreement”).

3. Parade publishes a weekly magazine, known as PARADE magazine. The Printing Agreement provides for QW Printing to print Parade’s entire requirement of work for PARADE magazine, on terms and conditions set forth in the Printing Agreement, through early 2011. The parties have performed under the Printing Agreement for over thirteen years.

4. In order to respond to new printing requirements by Parade, the parties have discussed and agreed to certain additional modifications to the Printing Agreement to meet their respective business needs. These modifications are set forth in a Memorandum of Agreement (the “MOA”) dated July 30, 2008 which will, among other things, extend the term of the Printing Agreement for several additional years.

5. The MOA specifically provides that it is subject to QW Printing obtaining this Court’s approval of QW Printing’s entry into the MOA and assumption of the Printing Agreement.

6. The Debtors have performed all of their obligations under the Printing Agreement, and are not in default thereunder.

7. The Debtors have determined that entry into the MOA is in their best interests and will have a positive impact on their business operations. The MOA maintains, expands and extends a critically important relationship with one of the leading weekly magazine publishers in the United States, and the Debtors have determined that the MOA will provide QW Printing with substantial revenue and earnings. The MOA contains terms which are fair and reasonable in light of the economic magnitude of the Printing Agreement and its importance to Parade and the Debtors. The Debtors have a longstanding relationship with Parade, and Parade is a valued and high-profile customer of the Debtors. Moreover, the Printing Agreement provides substantial annual revenues to the Debtors. Assuming the Printing Agreement, as amended by the MOA, will provide both the Debtors and Parade with additional assurance that their longstanding relationship will continue as contemplated by the Printing Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 4, 2008.

/s/ Brian Freschi
Brian Freschi