

**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

**ORDER PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE
AND BANKRUPTCY RULE 6006 AUTHORIZING THE DEBTORS TO
ASSUME CERTAIN UNEXPIRED NONRESIDENTIAL REAL
PROPERTY LEASES**

Upon the motion (the “Motion”)¹ of the above-captioned debtors (collectively, the “Debtors”) for entry of an Order authorizing the Debtors to assume certain unexpired nonresidential real property leases, which are described in Schedule I attached to this Order (the “Assumed Leases”); the Court having reviewed the Motion and considered the statements of counsel at a hearing before the Court (the “Hearing”); the Court having found that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409, (d) notice of the Motion was appropriate under the circumstances, and (e) assumption of the Assumed Leases set forth on Schedule I pursuant to section 365 of the Bankruptcy Code is in the best interests of the Debtors’ bankruptcy estates; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish grounds for the relief granted herein:

IT IS HEREBY ORDERED THAT:

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized pursuant to 11 U.S.C. § 365 to assume the Assumed Leases set forth on Schedule I hereto pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006. Each Assumed Lease shall be deemed assumed upon the date of entry of this Order.
3. The Debtors maintain the right to later reject any such Assumed Lease, and if the Debtors subsequently reject any leases previously assumed hereunder, the resulting damages that may be asserted by the lessors thereof will be limited by sections 503(b)(7) and 502(b)(6) of the Bankruptcy Code and any other applicable law.
4. The Debtors' right to assign any of the Assumed Leases, pursuant to section 365(f) of the Bankruptcy Code, is expressly reserved.
5. The Debtors maintain the right to later terminate any such Assumed Lease in accordance with the terms and conditions of such Assumed Lease.
6. Subject to paragraph 7 below, the cure amount to be paid to cure all prepetition defaults under each Assumed Lease, pursuant to section pursuant to section 365(b) of the Bankruptcy Code, shall be the applicable Cure Payments set forth on the attached Schedule I.
7. To the extent any lessor under an Assumed Lease timely filed a Cure Objection that was not resolved prior to the Hearing, the Cure Objection shall be heard at the next regularly scheduled omnibus hearing to be held in these Cases or on such other omnibus hearing date as is mutually agreed upon by the parties.
8. Pursuant to section 365(b)(1)(C) of the Bankruptcy Code, the Debtors have satisfied their obligation to provide parties to each Assumed Lease with adequate assurance of future performance.

9. The Debtors shall not be deemed to have waived any right, argument or legal position, with respect to the Assumed Leases by not having raised or addressed any issue or potential issue with regard to the Assumed Leases in the Motion.

10. The requirement set forth in Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

11. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
August 14, 2008

s/ James M. Peck
United States Bankruptcy Judge

Schedule I: Assumed Leases

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
310 Huehl LLC c/o Avgeris & Associates 2500 S. Highland Ave, Suite 103 Lombard, IL 60148	Amended, on or about August 1, 2008	Quebecor World Dubuque Inc., f/k/a Quebecor Printing Dubuque Inc.	2460 Kerper Blvd Dubuque, IA 277,521 Approx Sq Ft	\$23,974.49 ¹

¹ The parties agree that the resolved Cure Payment is without prejudice to the Debtor Quebecor World Dubuque Inc.'s right to assert a claim against the lessor in any amount it believes owing incident to the lease due to CAM charges or other outstanding amounts.

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>Ada M Johnson Family Partnership 1880 S 57th Court Boulder, CO 80301</p> <p>Ada M. Johnson Family Partnership PO Box 18591 Boulder, CO 80308</p>	Amended, on or about July 24, 2008	Quebecor World Loveland Inc.	102 W 4th Street Suite 3 Loveland, CO 9,150 Sq Ft in warehouse space "C" and 1,100 Sq Ft in adjoining common area "D" which is shared with Suites 118 & 116	\$0.00
<p>Bolingbrook Investors 1000 Remington Boulevard Bolingbrook, IL 60440</p> <p>Bolingbrook Investors, LLC c/o BPG Properties, Ltd. 200 South Michigan Avenue Suite 210 Chicago, IL 60604</p> <p>BPG Properties, Ltd. c/o Loretta M. Kelly 1500 Market Street 3000 Centre Square West Philadelphia, PA 19102</p>		Quebecor World Logistics Inc.	1000 Remington Blvd Bolingbrook, IL 69,484 Approx Sq Ft	\$90,090.21 ²

² In response to the objection raised by Bolingbrook Investors with respect to the generator usage, the parties have agreed to resolve this objection by continuing to negotiate in good faith on either an agreement by the Debtor to purchase the 1250 Kw generator or moving all of the Debtor's data center equipment to the 500 Kw generator in accordance with the terms of the lease.

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>CA- Fairfield Corporate Center c/o Cushman & Wakefield 17320 Redhill Ave, Suite 210 Irvine, CA 92614</p> <p>CA-Fairchild Corporate Center Limited Partnership c/o Equity Office Management, L.L.C. 2010 Main Street Suite #1250 Irvine, CA 92614</p>		Quebecor World (USA) Inc.	<p>19600 & 19700 Fairchild Drive Irvine, CA 92612</p> <p>2,348 Approx Sq Ft</p>	\$2,854.61
Colt Transportation 12915 Agency San Antonio, TX 78247		Quebecor World Express d/b/a Quebecor World Logistics Inc.	<p>12915 Agency San Antonio, TX</p> <p>740 Approx Sq Ft</p>	\$0.00
Commerce Warehousing LLC 2516 Commerce Dr. Jonesboro, AR 72401		Quebecor World RAI Inc.	<p>2601 Commerce Drive Jonesboro, AR</p> <p>80,000 Approx Sq Ft</p>	\$40,160.85

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>CR-Wiley, LLC c/o Capital Realty & Development LLC 385 Airport Rd, Ste 100 Elgin, IL 60123</p> <p>Plumwood I-1 Limited Partnership c/o Judson C. Ball 707 Skokie Blvd., Suite 410 Northbrook, Illinois 60062</p> <p>Plumwood I-1 Limited Partnership c/o Forres D. Laidley Laidley Sutter & Porter 339 North Milwaukee</p>		Quebecor World Printing (USA) Corp.	<p>1201 Wiley Street #100 Schaumburg, IL</p> <p>49,978 Approx Sq Ft</p>	\$175,945.85
<p>Dyer Distributing 1009 East Court St. Dyersburg, TN 38024</p> <p>Dyer Distributing & Warehousing P.O. Box 608 Dyersburg, TN</p>		Quebecor World (USA) Inc.	<p>1009 East Coast Street Dyersburg, TN</p> <p>45,000 Approx Sq Ft</p>	\$16,683.70

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
Franklin Express Inc. 2305 Bowling Green Road, Franklin, KY 43134 Franklin Express Inc. P.O. Box 473 Franklin, KY 42135		Quebecor World Atglen Inc.	2305 Bowling Green Franklin, KY 60,000 Approx Sq Ft	\$0.00
Glades Twin Plaza Tower LLC c/o Terranova Corp City National Bank Miami, FL 33101	Amended, on or about May 7, 2008	Quebecor World (USA) Inc.	2300 Glades Road Boca Raton, FL 33431 2,795 Approx Sq Ft	\$0.00
Il Fornaio (America) Corp. 770 Tamalpais Drive Number 400 Corte Madera, CA 94925		Quebecor World (USA) Inc., (assignee of Andrew Cha International, Inc. d/b/a as Colorscope)	1255 Battery Street San Francisco, CA 3,450 Approx Sq Ft	\$0.00
International Office Suites One New Hampshire Ave Portsmouth, NH 03801		Quebecor World (USA) Inc.	One New Hampshire Ave Suite 125 Portsmouth, NH	\$0.00
Lin Don Realty P.O. Box 470 Claymont, DE 19703		Quebecor World (USA) Inc.	381 Riverside Drive Franklin, TN 6,715 Approx Sq Ft	\$0.00
LIT Industrial LP c/o Lockbox LIT Industrial LP P.O. Box 301114 Los Angeles, CA 90030	Amended, on or about February 25, 2008	Quebecor World Logistics Inc.	6204 N. Marine Drive Portland, OR 53,000 Approx Sq Ft	\$10,014.40

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>Minnesota Logistics, LLC P.O. Box 218 St Cloud, MN 56302</p> <p>Minnesota Logistics, LLC 640 54th Ave. N. St. Cloud, MN 56303</p>	Amended, on or about July 1, 2008	Quebecor World Memphis Corp. (as successor to Quebecor World St. Cloud Inc.)	<p>640 54th Avenue North St. Cloud, MN</p> <p>36,000 Approx Sq Ft</p>	\$22,828.26
Mohawk Drive Corporation 25 Mohawk Drive Leominster, MA 01453		Quebecor World Eusey Press Inc.	<p>25 Mohawk Drive Leominster, MA 01453</p> <p>39,713 Approx Sq Ft</p>	\$0.00
<p>NCNB Real Estate Fund One NCNB Plaza Charlotte, NC 28255</p> <p>N.C. Owner LLC 4944 Parkway Plaza Blvd, Suite 250 Charlotte, NC 28217</p> <p>Capital Partners, Inc. One Independent Drive, Suite 114 Jacksonville, FL 32202</p>	Amended, on or about July 30, 2008	Quebecor World (USA) Inc. d/b/a Quebecor World Premedia	<p>8700 Red Oak Blvd Charlotte, NC</p> <p>13,788 Approx Sq Ft</p>	\$14,225.49
Pinole Point Properties 3201 Danville Blvd Suite 245 Alamo, CA 94507		Quebecor World Logistics Inc.	<p>2100 Atlas Road Richmond, CA</p> <p>53,830 Approx Sq Ft</p>	\$248.83

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
R.J. Corman Railroad Group, LLC Attn: Bruce E. Greinke P.O. Box 788 One Jay Station Nicholasville, KY 40356		QW Memphis Corp.	931 Thun Road Clarksville, TN 75,000 Approx Sq Ft	\$0.00
RRM Enterprises, LLC Attn: Ronald Merritt 1666 Wollow Pass Road Bay Point, CA 94565	Amended, on or about July 31, 2008	Quebecor World (USA) Inc.	1221-1225 California Avenue Pittsburg, CA 162,028 Approx Sq Ft	\$51,016.38
Sears, Roebuck and Co. Sears Tower Chicago, IL 60684 YP Trillium LLC P.O. Box 31001- 1847 Pasadena, CA 91110		Quebecor World Printing (USA) Inc.	5407 Trillium Blvd Hoffman Estates, IL 4,124 Approx Sq Ft	\$146.72.
SELIG Enterprises 1100 Spring Street Suite 550 Atlanta, GA 30309-2848	Amended, on or about May 16, 2008	Quebecor World Logistics Inc.	5148 Kennedy Road Forest Park, GA 79,200 Approx Sq Ft	\$887.31

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>Source Interlink Media Inc. (successor to Primedia Magazines, Inc.) 6405 Flank Drive Harrisburg, PA 17112</p> <p>Source Interlink Media Inc. Attention: Kevin Mullan, Sr. V.P. 261 Madison Avenue New York, NY 10016</p> <p>Source Interlink Companies, Inc. 27500 Riverview Center Blvd. Bonita Springs, Florida 341134</p>	Amended, on or about June 1, 2008	Quebecor World (USA) Inc.	<p>6420 Wilshire Blvd Los Angeles, CA</p> <p>6,760 Approx Sq Ft</p>	\$0.00
<p>Space Center Sycamore Canyon LLC 3401 Etiwanda Bldg Suite 1011-D Mira Loma, CA 91752</p> <p>Space Center, Inc. 2501 Rosegate Avenue St. Paul, Minnesota 55113-2717</p>		Quebecor World Great Western Publishing Inc.	<p>6688 Box Spring Blvd. Riverside, CA</p> <p>196,059 Approx Sq Ft</p>	\$0.00

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>Sussex Partners, LP 51 Barkley Place St. Charles, MO 63301</p> <p>Charles F. Vatterott Commercial Property, Inc. 10449 St. Charles Rock Road St. Ann, MO 63074</p>		Quebecor World (USA) Inc.	121 Compass Point Drive St. Charles, Missouri	\$0.00
<p>Twenty-Seven Nashua Street Realty Trust 803 Langen Road Leominster, MA 01523</p> <p>Kathryn Eusey 42 Main Street Leominster, MA 01453</p>		Quebecor World Eusey Press Inc. d/b/a Quebecor World (USA) Inc.	27 Nashua Street Leominster, MA 01453 95,114 Approx Sq Ft	\$0.00
<p>Tyson Drive LLC c/o Adams-Nelson Property Management 303 South Loudon Street Winchester, VA 22601</p>	Amended, on or about July 17, 2008	Quebecor World (USA) Inc.	255 Tyson Drive Winchester, VA 18,000 Approx Sq Ft	\$0.00

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>UCM/SREP Corporate Woods Holding LLC c/o Stoltz Management 8717 W 110th St, Ste 240 Overland Park, KS 66210</p> <p>Stoltz Management of Delaware, Inc. 725 Conshohocken State Road Bala Cynwyd, Pennsylvania 19004</p>		Quebecor World (USA) Inc.	<p>9300 West 110th Street Overland Park, KS</p> <p>973 Approx Sq Ft</p>	\$0.00
<p>Virginia Foodservice Group, LLC c/o Performance Food Group P.O. Box 29269 Richmond, VA 23242</p> <p>Virginia Foodservice Group, LLC c/o Performance Food Group 12500 West Creek Parkway, P.O. Box 29269 Richmond, VA 23242</p>		Quebecor World San Jose Inc.	<p>7420 Ranco Road Richmond, VA</p> <p>37,800 Approx Sq Ft</p>	\$8,637.00

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
Walton Business Park, a Tennessee Joint Venture, International c/o Charles Hawkins Co. Corfac International 706 Church St, Ste 200 Nashville, TN 37203	Amended, on or about February 7, 2008	Quebecor World Mid-South Press Corp.	2616 Brick Church Pike Nashville, TN 32,610 Approx Sq Ft	\$1,623.14
Walton Business Park, a Tennessee Joint Venture, International c/o Charles Hawkins Co. Corfac International 706 Church St, Ste 200 Nashville, TN 37203	Amended, on or about May 16, 2008	Quebecor World Mid-South Press Corp.	2618 Brick Church Pike Nashville, TN 15,201 Approx Sq Ft	\$797.89
West 84th Street, Inc. NW 7271 c/o Zeller Management Corp P.O. Box 1450 Minneapolis, MN 55485 West 84th Street, Inc. NW 7271 c/o Zeller Management Corporation 900 Wells Fargo Plaza 7900 Xerxes Avenue South Bloomington, Minnesota 55431		Quebecor World (USA) Inc. (successor to RAI)	5270 West 84th Street Suites 510, 550 Bloomington, MN 6,349 Approx Sq Ft (Split into two premises: 5,298 Sq Ft and 1,051 Sq Ft)	\$2,054.83

Landlord / Management Co and Address(es)	Amended Post-Petition	Name of Debtor Party to Lease/Sublease	Description and Location of Premises	Cure Payment
<p>West Virginia Industry and Jobs Development Corporation State Capitol, Room M-146 Charleston, WV 25305</p> <p>West Virginia Industry and Jobs Development Corporation c/o P. Michael Pleska, Esquire Bowles, McDavid, Graff & Love 1600 Commerce Square P.O. Box 1386 Charleston, West Virginia 25325-1386</p> <p>West Virginia Economic Development Authority Northgate Business Park 160 Association Drive Charleston, West Virginia 25311</p>		Quebecor World Fairfield Inc.	871 Baker Road Martinsburg, WV	\$0.00
Willis and Mary Yokley 700 South College St. Franklin, KY 42134		Quebecor World Atglen Inc.	20127 South Street Franklin, KY 25,330 Approx Sq Ft	\$1,612.90