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**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)
	:	Jointly Administered
Debtors.	:	
	:	Honorable James M. Peck

**AFFIDAVIT OF BRIAN P. MCCONAGHY IN SUPPORT OF
 MOTION BY BANC OF AMERICA LEASING & CAPITAL, LLC
 (I) TO COMPEL DEBTOR, PURSUANT TO SECTION 365(D)(5) OF THE
 BANKRUPTCY CODE, TO PERFORM ITS OBLIGATIONS UNDER
 A CERTAIN LEASE AGREEMENT, AND (II) GRANTING BANC OF AMERICA
 LEASING & CAPITAL, LLC AN ADMINISTRATIVE EXPENSE CLAIM (the "Motion")**

STATE OF RHODE ISLAND)	
)	SS. : PROVIDENCE SEPTEMBER 12, 2008
COUNTY OF)	

Brian P. McConaghy, being duly sworn, deposes and says under penalties of perjury, as follows:

1. I am over the age of eighteen (18) and believe in the obligations of an oath. As a Vice President of Banc of America Leasing & Capital, LLC ("BALC"), I have personal knowledge

and information of the matters contained herein, and the same is true to the best of my knowledge, information and belief.

2. BALC is a Delaware limited liability company.

3. World Color Press, Inc. ("World Color") executed and delivered to NationsBanc Leasing Corporation of North Carolina ("NationsBanc") a certain Lease Agreement, together with Lease Supplement No. 1 thereto, each dated as of February 25, 1994, plus certain schedules, documents, agreements or instruments executed and/or delivered in connection therewith (said Lease Agreement, Supplement No. 1, together with any schedules, documents, agreements or instruments executed and/or delivered in connection therewith sometimes hereinafter collectively referred to as the "Lease"). Pursuant to the Lease, World Color leased from NationsBanc a certain Cerutti Flexographic Press and related equipment as described in the Lease (collectively, the "Press"). A copy of the Lease is attached as Exhibit A to the Motion.

4. World Color merged into and with Quebecor World (USA) Inc. (the "Debtor") and, as a result of the same, the Debtor succeeded to any of World Color's right, title and interest in and to the Lease and the Press.

5. BALC succeeded to all of the right, title and interest of NationsBanc in and to the Lease and the Press. As a result, BALC is the owner and holder of the Lease, and the lessor of the Press.

6. The Lease expired or terminated by its terms on August 24, 2008 (the "Lease Termination Date").

7. Under the Lease, the Debtor was obligated to pay to BALC semi-annual rent payments of \$740,744.67 (at a per diem rate of \$4,115.24) on each of February 24, 2008 and August 24, 2008. The portion of the foregoing rent payments owed to BALC from the Petition Date through the sixtieth date following the Petition Date (the "Sixty-Day Date") is \$246,914.89 (the "Sixty Day Rent"), and the portion of the rent payments owed to BALC after the Sixty-Day Date and through and including the Lease Termination Date is \$724,282.24 (the "Post Sixty-Day Rent").

8. Section 15 of the Lease provides, among other things, that upon the Lease Termination Date, unless the Debtor exercises its option to purchase the Press as provided in the Lease, the Debtor shall "surrender, at its own expense, possession of the [Press] to Lessor or Lessor's transferee or assignee at the location specified in Annex A of the relevant Lease Supplement [the "Surrender Location"]...in the condition required to be maintained under Section 7 hereof (which shall include the repair by Lessee of any damage to the [Press] or any part caused by a severable modification or the removal thereof) and prepared for shipment...." The Surrender Location, as specified in Annex A of the Lease, is 2201 Cooper Avenue, Merced, California. Section 15 of the Lease also provided that the obligations of the Debtor under said Section 15 survived the termination of the Lease.

9. Upon information and belief, the Debtor used the Press for some period of time during this bankruptcy case in the day-to-day conduct of its business operations as a debtor-in-possession; however, the Debtor failed (i) to pay to BALC any sums on account of such use of the Press during the pendency of the within bankruptcy case, and/or (ii) commencing after the

Sixty-Day Date to timely perform all of its obligations arising under the Lease, including its payment of the Post Sixty-Day Rent.

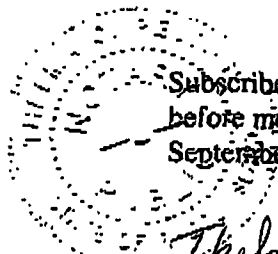
10. Moreover, the Debtor failed as of the Lease Termination Date to either exercise its option to purchase the Press in accordance with the terms of the Lease or to surrender the Press, prepared for shipment and in the condition required by the Lease, to BALC at the Surrender Location as required under the Lease.

11. BALC has been prejudiced by the Debtor's failure to meet its obligations to BALC under the Lease and should be compelled to do so.

11. Upon information and belief, the use of the Press by Debtor after the commencement of the within Chapter 11 case was necessary to preserve, and provided a benefit to, the Debtor's estate.

12. The fair and reasonable aggregate value of the Debtor's use of the Press from the Petition Date through the Sixty-Day Date is \$246,914.89, and BAL is entitled to an administrative expense claim for this amount.

Brian P. McConaghy
Brian P. McConaghy



Subscribed and sworn to
before me this 12th day of
~~September~~, 2008

Thelma C. Pether
Notary Public