

OMNIBUS AMENDMENT entered into as of February 10, 2003 (the "Amendment") between BANC OF AMERICA LEASING & CAPITAL, LLC (successor by merger to NATIONSBANC LEASING CORPORATION OF NORTH CAROLINA), a Delaware limited liability company with its principal office at 555 California Street, 4th Floor, San Francisco, California 94104 ("Lessor") and QUEBECOR WORLD (USA) INC. (successor by merger to WORLD COLOR PRESS, INC.), a Delaware corporation, with its principal office at 101 Park Avenue, 19th Floor, New York, NY 10178 ("Lessee") with reference to the following:

A. Lessor and Lessee have entered into a Participation Agreement dated as of February 25, 1994 (the "Participation Agreement") and a Lease Agreement dated as of February 25, 1994 (the "Lease"); and

B. Concurrently herewith, QUEBECOR WORLD INC. ("Guarantor") executed that certain Guaranty dated as of February 10, 2003 (the "Guaranty") guarantying Lessee's obligations under the Lease; and

C. Lessee has requested Lessor amend the Participation Agreement and the Lease and Lessor is willing to amend the Participation Agreement and the Lease provided Guarantor consents to the Amendment; and

D. Guarantor is willing to consent to the Amendment set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sections 6.01(b)(i), 6.01(b)(ii) and 6.01(b)(iii) of the Participation Agreement are hereby deleted in their entirety.

2. Appendix A to the Participation Agreement is hereby amended by inserting the following definitions in alphabetical order:

"Guarantor" shall mean Quebecor World Inc., a Canadian corporation.

"Guaranty" shall mean that certain Guaranty dated as of February 10, 2003 by Guarantor in favor of Lessor.

3. Sections 12.1(d) through (g) of the Lease are hereby deleted and the following new Sections 12.1 (d) through (g) are inserted in lieu thereof:

(d) (i) default in the observance or performance of any covenant or agreement of Lessee contained herein or in the Participation Agreement, the Bill of Sale, the Lease Supplement or the Tax Indemnity Agreement (other than those specified in clauses (a), (b) and (c) above and in Section 6.01(e) of the Participation Agreement), and the continuance of such default unremedied for a period of 30 days after notice of such default shall have been received by Lessee or (ii) the default by Guarantor of the performance of any of its obligations under the Guaranty;

(e) any representation or warranty made by Lessee in this Lease or in any other Basic Agreement (other than those set forth in Section 4 of the Tax Indemnity Agreement) or by the Guarantor in the Guaranty, or in any document or certificate furnished by Lessee or Guarantor in connection herewith or therewith or pursuant hereto or thereto, shall prove to have been incorrect in any material respect when made, and shall continue to be unremedied for a period of 30 days after notice thereof shall have been received by Lessee;

(f) the institution of an involuntary proceeding or case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal, state or foreign bankruptcy, insolvency or other similar laws against Lessee or Guarantor seeking liquidation, reorganization or other relief with respect to Lessor or Guarantor or their respective debts, or seeking the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of Lessor or Guarantor or of any substantial part of their respective property, or ordering the winding-up or liquidation of the affairs of Lessee or Guarantor, and the continuance of any such case or other proceeding unstayed in the effect for a period of 90 days;

(g) the institution by Lessee or Guarantor of proceedings to be adjudicated a bankrupt or insolvent, or the consent by Lessee or Guarantor to the institution of bankruptcy or insolvency proceedings against Lessee or Guarantor, or the commencement by Lessee or Guarantor of a voluntary proceeding or case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal, state or foreign bankruptcy, insolvency or other similar laws, or the consent by Lessee or Guarantor to the filing of any petition seeking a reorganization, arrangement, adjustment or composition of or in respect of Lessee or Guarantor or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator or other similar official) of Lessee or Guarantor or of any substantial part of their respective property, or the making by Lessee or Guarantor of an assignment for the benefit of creditors, or the admission in writing by Lessee or Guarantor of its inability to pay their respective debts generally as they become due or of Lessee's or Guarantor's willingness to be adjudicated a bankrupt or the taking of corporation action by Lessee or Guarantor in furtherance of any of the foregoing.

Except as is herein specifically amended, all of the terms, covenants, and provisions of the Participation Agreement and the Lease remain in full force and effect.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Omnibus Amendment as of the day and year written above.

BANC OF AMERICA LEASING & CAPITAL, LLC

QUEBECOR WORLD (USA) INC.

By: \_\_\_\_\_

By: 

Name: Jerry D. Holmes

Name: Nicolas Lavole  
Assistant Treasurer

Title: Vice President

Title: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledgment and Consent of Guarantor:

Guarantor hereby acknowledges and consents to the above Omnibus Amendment and agrees that (a) all obligations of QUEBECOR WORLD (USA) INC. described above are obligations arising from the Lease and within the terms of the Guaranty, and (b) all such obligations are guaranteed by the Guaranty including but not limited to the remaining amount of rent plus any accrued and unpaid interest hereon and any applicable taxes and all costs of enforcement or collection of QUEBECOR WORLD (USA) INC. obligations secured by the guaranty.

QUEBECOR WORLD INC.,

Guarantor

By:  Raymond Deschvalier 10/11/2003

Name: Raymond Deschvalier  
Title: Vice President  
Corporate General Counsel  
and Secretary

By: 

Name: Denis Aubin  
Title: Premier Vice-Président,  
Finances et Trésorerie