

EXECUTION COPY

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of October 6, 2008, effective upon approval of such assignment and assumption in the US Bankruptcy Case (as defined below), by and between QUEBECOR WORLD ATLANTA, INC., a Delaware corporation, f/k/a QUEBECOR PRINTING ATLANTA INC. ("Assignor"), and QUEBECOR WORLD ATLANTA II LLC, a Georgia limited liability company ("Assignee").

BACKGROUND

WHEREAS, Corporate Property Associates 9, L.P., a Delaware limited partnership ("Landlord"), and Corporate Property Associates 8, L.P., a Delaware limited partnership, Landlord's co-landlord, which co-landlord was merged into Landlord by merger effective December 31, 2000 (collectively, "Original Landlord") and Amersig Southeast, Inc., a Delaware corporation, Assignor's predecessor in interest to the Original Lease (as hereinafter defined), entered into that certain Lease Agreement (the "Original Lease"), dated as of May 1, 1996, with respect to property located in DeKalb County, Georgia, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Original Landlord and Assignor entered into that certain First Amendment, dated March 1, 1997 (the "First Lease Amendment"), amending the Original Lease; and

WHEREAS, Landlord and Assignor entered into that certain Second Amendment to Lease Agreement, dated as of October 3, 2008 (the "Second Lease Amendment" and, together with the original Lease and the Second Lease Amendment, collectively, the "Lease"); and

WHEREAS, the Assignee currently occupies the Premises, and, on January 21, 2008 filed a petition under chapter 11 of Title 11 of the United States Code (11 U.S.C. §§ 101 – 1532) in a case within the caption of *In re Quebecor World (USA) Inc., et al., Case Nos. 08-10152 (JMP)* (the "US Bankruptcy Case") in the United States Bankruptcy Court for the Southern District of New York (the "US Bankruptcy Court"); and

WHEREAS, on January 21, 2008 Original Guarantor (as hereinafter defined) was granted protection under the provisions of the Canadian *Companies' Creditors Arrangement Act* (the "Canadian Bankruptcy Case" and, together with the US Bankruptcy Case, collectively, the "Bankruptcy Cases") in the Quebec Superior Court, Commercial Division, for the Judicial District of Montreal (the "Canadian Bankruptcy Court"); and

WHEREAS, in connection with the Bankruptcy Cases, Assignor and Assignee have requested that Landlord consent to an assignment of the Lease, and Landlord has consented

to the assignment of the Lease by Assignor to Assignee in accordance with the terms of this Assignment and the Second Lease Amendment; and

WHEREAS, Assignor desires to assign the Lease, including all liabilities and obligations, to Assignee and Assignee desires to accept the assignment of the Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest as Tenant in and to the Lease, and all of the rights, benefits and privileges of the Tenant thereunder.
2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease and agrees to perform all obligations of Assignor under the Lease.
3. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other party hereunder.
4. Third Party Beneficiary. Landlord shall be a third party beneficiary of this Agreement.
5. Governing Law. This Assignment shall be governed by the laws of the State of New York, without giving effect to its principles of conflicts of law.
6. Binding Effect. The provisions of this Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.
7. Counterparts. This Assignment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.
8. Miscellaneous. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Lease.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease as of the date and year first written above.

ASSIGNOR:

QUEBECOR WORLD ATLANTA, INC., a
Georgia corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

QUEBECOR WORLD ATLANTA II LLC, a
Georgia limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 313 and 312, 18th District, DeKalb County, Georgia, as shown on plat of survey by Joseph C. King, Surveyor, dated December 19, 1989, and being more particularly described as follows:

Beginning at an iron pin located on the Southwesterly right-of-way line of McCall Drive (60' right-of-way) a distance of 432.04 feet northwesterly as measured along said right-of-way line and following the curvature thereof, from the point of intersection of the Southwesterly right-of-way line of McCall Drive and the East line of Landlot 312; running thence $S49^{\circ}26'00''E$ along the Southwest right-of-way line of McCall 218.5 feet to a point; running thence Southeasterly and Easterly along the said right-of-way line and following the curvature thereof an arc distance of 463.01 feet to a point (said curve having a chord of $S71^{\circ}02'05''E$ 452.38 feet and a radius of 821.5 feet); running thence $N87^{\circ}58'30''E$ along said right-of-way line a distance of 166.88 feet to an iron pin; running thence $S40^{\circ}36'52''W$ 1582.09 feet to an X cut into a concrete sidewalk at the northeast right-of-way line of Interstate Hwy. No. 285; running thence $N51^{\circ}07'30''W$ along said right-of-way line 645.15 feet to an iron pin; running thence $N40^{\circ}57'00''W$ along said right-of-way line 15.0 feet to an iron pin; running thence $N47^{\circ}02'02''E$ along said right-of-way line 119.74 feet to an iron pin; running thence $N40^{\circ}41'34''E$ 1303.86 feet to an iron pin located on the Southwest side of McCall Drive and the point of beginning.

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