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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 MARIO R. D'ARIENZO IN SUPPORT OF THE DEBTORS'
MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. § 363
AUTHORIZING QUEBECOR WORLD ATLANTA II LLC TO ENTER INTO THE
ASSIGNMENT AND ASSUMPTION AGREEMENT AND SECOND AMENDMENT TO
LEASE AGREEMENT AND PERFORM OBLIGATIONS UNDER A LEASE OF REAL
PROPERTY LOCATED IN DEKALB COUNTY, GEORGIA**

I, Mario R. D'Arienzo, declare under penalty of perjury as follows:

1. I am Vice President of Real Estate of Quebecor World Inc. ("QWI"), the parent company of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors").

2. In this capacity, I am generally familiar with the Debtors' real estate holdings and acquisitions, and real estate leases.

3. Corporate Property Associates 9, L.P (the "Landlord") and Corporate Property Associates 8, L.P., Landlord's co-landlord, which co-landlord was merged into Landlord by

merger effective December 31, 2000, and Amersig Southeast, Inc. (“Amersig”), entered into a lease, dated as of May 1, 1996, with respect to property located in DeKalb County, Georgia (the “Original Lease”). The leased premises are described in Exhibit A to the Original Lease, and include Land Lots 313 and 312, 18th District, DeKalb County, Georgia. The leased premises are more commonly known as 3101 McCall Drive, Atlanta, Georgia.

4. On January 22, 1997, Amersig entered into an Assignment and Assumption of Lease Agreement with Quebecor World Atlanta, Inc. f/k/a, Quebecor Printing Atlanta Inc. (“Quebecor World Atlanta”), which is not a debtor in these Chapter 11 Cases, whereby Amersig assigned all of its right, title and interest in the Original Lease to Quebecor World Atlanta.

5. On March 1, 1997, the Landlord and Quebecor World Atlanta entered into that certain First Amendment to Lease Agreement (collectively, with the Original Lease, the “Lease”) and, pursuant to that certain Guarantee and Suretyship Agreement, dated as March 1, 1997, QWI guaranteed the obligations of Quebecor World Atlanta under the Lease.

6. Although Quebecor World Atlanta is the tenant under the Lease, Debtor QW Atlanta II has for some time been occupying the leased premises located at 3101 McCall Drive, Atlanta, Georgia, and performing the obligations of tenant under the Lease.

7. In this regard, Debtor QW Atlanta II has now determined that it would be in its best interest, and in the best interests of the Debtors’ bankruptcy estates and creditors, to take an assignment of the Lease and to assume the obligations of Quebecor World Atlanta under the Lease.

8. To the end, Debtor QW Atlanta II, together with Quebecor World Atlanta, has been in negotiations with the Landlord regarding certain modifications and amendments to the Lease, as well as the assignment of the Lease, as so amended, from Quebecor World Atlanta to

Debtor QW Atlanta II. The Landlord and Quebecor World Atlanta, with the agreement of Debtor QW Atlanta II, have now reached agreement on the terms and conditions of such further modifications and amendments to the Lease, which terms and conditions are set forth in that certain Second Amendment to the Lease Agreement, dated October 6, 2008 (the “Second Amendment”), a copy of which is attached to the Motion as Exhibit B.

9. The Second Amendment, dated as of October 6, 2008, provides, inter alia, a reduction of Basic Rent (as defined in the Second Amendment), repairs to the parking area, and a replacement of the roof, all as more specifically set forth in the Second Amendment.

10. Specifically, the Basic Rent payable for the period commencing on October 1, 2008, and continuing thereafter until the Plan Effective Date (as defined in the Second Amendment) shall be one million nine hundred forty thousand six hundred twenty four and 96/100 Dollars (\$1,940,624.96) per annum, payable in advance on each Basic Rent payment date under the Amended Lease in equal installments of one hundred sixty one thousand seven hundred eighteen and 74/100 dollars (\$161,718.74) each. Commencing on the later to occur of (a) the first day of the month immediately following the Plan Effective Date and (b) January 1, 2010, and continuing thereafter for the remainder of the Term (defined below), Basic Rent shall be one million six hundred sixty five thousand three hundred fifty two dollars (\$1,665,352.00) per annum, payable in advance on each Basic Rent payment date in equal installments of one hundred thirty eight thousand seven hundred seventy nine and 33/100 (\$138,779.33), which amount shall be further adjusted annually as provided for in the Second Amendment.¹

¹ The Second Amendment also provides that if no Event of Default exists, commencing on the first day of the month immediately following the Plan Effective Date and on the twenty-three (23) Basic Rent Payment Dates thereafter, Tenant shall be granted a credit toward the Basic Rent in the amount of \$16,666.67 per month for a total of twenty-four (24) such Credits (each defined term herein has the meaning set forth in the Second Amendment).

11. The Second Amendment also requires that on the Plan Effective Date, paragraph 11 of the Lease, entitled Maintenance and Repair, shall be deemed amended by adding language that requires the Landlord, to replace the roof and repair the parking lot on the leased premises, in each case as set forth and provided for in the Second Amendment.

12. In addition, the Second Amendment extends the term (the “Term”) of the Lease from December 31, 2009 to December 31, 2017.

13. Finally, although the Second Amendment is being executed by the Landlord and Quebecor World Atlanta,² it contemplates that the Amended Lease will be assigned by means of the Assignment and Assumption Agreement to Debtor QW Atlanta II, with the effectiveness of the proposed Second Amendment, and the agreements, covenants and obligations of provided for therein being specifically conditioned upon (a) entry of a final order acceptable to Landlord, in its sole discretion, which (i) authorizes the assignment of the Amended Lease to Debtor QW Atlanta II, and (ii) authorizes Debtor QW Atlanta II to perform all obligations of Quebecor World Atlanta thereunder; (b) there then being no Event of Default (defined in the Amended Lease); and (c) Landlord having received, upon a final order from the Canadian Court authorizing its execution and delivery or evidence satisfactory to Landlord that such an order is not required under the Canadian Proceeding, a signed original Guaranty and Suretyship Agreement in the form attached to the Second Amendment as “Exhibit A” from QWI.

² Debtor QW Atlanta II will execute the Second Amendment for the sole purpose of acknowledging and consenting to paragraph 17 in the Second Amendment, which requires that in exchange for the lease concessions being made by the Landlord, Quebecor World Atlanta and Debtor QW Atlanta II agree, all as set forth in the Second Amendment, to waive and release the Landlord and its affiliates, and all of their respective officers, directors, employees, agents and attorneys, from any and all fraudulent conveyance claims, and other claims and causes of action against Landlord with respect to rent previously paid to Landlord prior to entry of the Order approving this Motion.

14. Debtor QW Atlanta II has determined that entry into each of the Second Amendment and the Assignment and Assumption Agreement is in its best interests and is essential to its business operations.

15. The premises leased under the Amended Lease, which constitute approximately 432,000 square feet at 3101 McCall Drive, Atlanta, Georgia, are both a manufacturing plant and an office facility. Moreover, the premises leased under the Amended Lease are integral to Debtor QW Atlanta II's operations and the Debtors' businesses, and to remain in possession of the premises, Debtor QW Atlanta II must become a party to the Amended Lease.

16. In light of the fact that Debtor QW Atlanta II is already occupying the premises leased under the Amended Lease and responsible for performing the obligations of tenant under the Amended Lease, Debtor QW Atlanta II believes that entry into the Second Amendment and the Assignment and Assumption Agreement is a sound exercise of its business judgment. Further, the proposed Second Amendment, the Assignment and Assumption Agreement, and the performance of its resulting obligations under the Amended Lease, will provide long-term stability and reassurance to Debtor QW Atlanta II that it has the legal right and authority to remain at the leased premises.

17. Debtor QW Atlanta II seeks authority to (a) enter into (i) the Second Amendment, solely with respect to paragraph 17, and (ii) the Assignment and Assumption Agreement; and (b) to perform its obligations thereunder and under the Amended Lease.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: October 6, 2008

/s/ Mario R. D'Arienzo
Mario R. D'Arienzo