

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)
) Bk.No. 08-10152-JMP
Quebecor World (USA), et al.) (Jointly Administered)
)
) Chapter 11
Debtors)
_____) Honorable James M. Peck
)
Eugene I. Davis, as Litigation Trustee for)
The Quebecor World Litigation Trust,)
)
Plaintiff,)
vs.)
)
S & L Factory Services, Incorporated,)
)
Defendant)
_____)

AFFIDAVIT

Affiant, Linda Roach, as President of S & L Factory Services, Incorporated, after having been first duly sworn, herein states as follows:

1. That Affiant has personal knowledge of the ordinary course of business of S&L;
2. That Affiant has personal knowledge of the ordinary business terms for S&L's transactions, including S&L's ordinary business terms with Quebecor World (USA) Inc., et al;
3. That S&L and Quebecor World (USA) Inc., et al and S&L had a long-term business relationship in which S&L would provide labor and/or materials to Quebecor World (USA) Inc., et al in exchange for monetary compensation in the ordinary course of business. This relationship began in 2005 and continued until present.
4. The ordinary business dealings between the two parties were as follows: as Quebecor World (USA) Inc. requested labor and completed, S&L would submit an invoice to

Quebecor World (USA) Inc., et al for the specific requested work which was performed. Quebecor World (USA) Inc., et al would then pay S&L for that work by delivering a check to S&L for the invoice amount. Each invoice from S&L was prepared for the new value provided to Quebecor World (USA) Inc., et al, not for an antecedent debt.

5. These ordinary business dealings continued throughout the course of the business relationship between the two parties, including the statutory Preference Period.

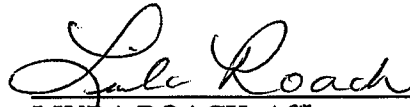
6. Throughout the statutory Preference Period, each monetary transfer continued to be made in a manner consistent with the prior course of business dealings as normal business and financial affairs. *See* Defendant's Answer to the First Set of Interrogatories, Requests for Production, and Requests for Admission Propounded by Plaintiff, Requests for Admission Nos. 12 and 16, attached as Exhibit 2.

7. Throughout the statutory Preference Period, S&L continued to complete the requested work and continued to bill Quebecor World (USA) Inc., et al via invoices. Quebecor World (USA) Inc., et als, in turn, continued to pay the amount due; thus, new value was exchanged contemporaneously with each transfer.

8. Some checks for payment encompassed more than one invoice; however, the payments made by Quebecor World (USA) Inc., et al were made for the labor and/or materials expended on the invoices – not for an antecedent debt.

9. The terms of this payment and these transactions were similar to those of other transactions between S&L and Quebecor World (USA) Inc., et al and were consistent with the course of dealing routine to these parties in the years of 2005 to present.

Further the Affiant sayeth not.



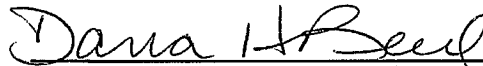
LINDA ROACH, Affiant

COMMONWEALTH OF KENTUCKY)

COUNTY OF MARION)

The foregoing Affidavit was subscribed, sworn and acknowledged before me, a Notary Public, in and for the Commonwealth and County aforesaid by LINDA ROACH, the Affiant herein, on this the 13th day of January, 2010.

My Commission Expires: 05-05-2013.



NOTARY PUBLIC, STATE AT LARGE, KY