

**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

**ORDER (A) APPROVING DISCLOSURE STATEMENT; (B) FIXING A VOTING RECORD DATE; (C) APPROVING SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO JOINT PLAN OF REORGANIZATION OF QUEBECOR WORLD (USA) INC. AND CERTAIN AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION; (D) APPROVING FORM OF SOLICITATION PACKAGE, BALLOTS AND NOTICES; (E) SCHEDULING CERTAIN DATES IN CONNECTION THEREWITH; (F) APPROVING PROCEDURES FOR PROVIDING NOTICE OF ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND DETERMINATION OF CURE AMOUNTS IN CONNECTION THEREWITH; AND (G) EXTENDING EXCLUSIVE PERIOD TO FILE A PLAN AND SOLICIT ACCEPTANCES THEREOF**

Upon the Debtors' Motion<sup>1</sup> in the above-captioned Chapter 11 Cases seeking entry of an order: (a) approving the Debtors' Disclosure Statement for Debtors' Plan; (b) fixing a voting record date pursuant to Bankruptcy Rule 3018(a) for determining, among other things, the "holders of stocks, bonds, debentures, notes and other securities" entitled to receive ballots and materials necessary for voting on the Plan, as specified in Bankruptcy Rule 3017(d); (c) approving solicitation and voting procedures with respect to the Plan; (d) approving the form of the Solicitation Package, Ballots, and the notices to be distributed with respect thereto; (e) scheduling certain dates, including the following: (i) scheduling a hearing to confirm the Plan; (ii) establishing deadlines for filing objections, if any, to the Plan and respective replies thereto; and (iii) establishing the voting deadline to accept or reject the Plan; (f) approving Procedures for

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases and Determination of Cure Amounts; and (g) extending the Debtors' exclusive period in which to file a plan and solicit votes to accept or reject such Plan through and including July 21, 2009, pursuant to 11 U.S.C. § 1121(d); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due, adequate, and sufficient notice of the Motion having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby:

ORDERED that:

1. The Motion is GRANTED as set forth herein;

**I. Approval of Disclosure Statement**

2. The Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code and is hereby approved as containing adequate information, as defined by section 1125(a) of the Bankruptcy Code;

3. Any objections to approval of the Disclosure Statement which were not withdrawn at or prior to the Disclosure Statement Hearing are overruled;

4. The Debtors have provided adequate notice of the time fixed for filing objections and the hearing to consider approval of the Disclosure Statement in accordance with Bankruptcy Rules 2002 and 3017;

**II. Voting Record Date**

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Footnote continued from previous page

<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion, the Disclosure Statement and the Plan, as applicable.

5. **May 8, 2009** shall be the Voting Record Date for determining: (a) the creditors and interest holders (including "holders of stocks, bonds, debentures, notes and other securities") that are entitled to receive the Solicitation Package pursuant to the Solicitation Procedures; (b) the creditors and interest holders entitled to vote to accept or reject the Plan; and (c) whether claims or interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest;

**III. Confirmation Hearing and Establishing Notice and Objection Procedures in Respect of Confirmation of the Plan**

6. The Confirmation Hearing shall commence on **June 30, 2009 at ~~10:00 a.m./p.m.~~**, which hearing may be continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court;

7. **June 8, 2009** shall be established as the Plan Exhibit Filing Date; provided, however, that the Debtors may file certain exhibits to the Plan at a later date, as contemplated by the Plan. Because of the voluminous nature of certain exhibits to the Plan, the Debtors are excused from serving copies of all such exhibits and supplements; provided, however, that the Confirmation Hearing Notice shall inform parties of the Plan Exhibit Filing Date and that copies of exhibits and supplements to the Plan may be obtained from the Debtors' case website at <http://www.qwusadocket.com> and/or by contacting the Debtors' Voting Agent in writing at Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701, by email at [Balloting@DonlinRecano.com](mailto:Balloting@DonlinRecano.com) or by calling the Voting Agent at (212) 771-1128;

8. Any objections to the Plan must be filed by the Plan Objection Deadline, **June 19, 2009 at 4:00 p.m. prevailing Eastern time**, and must: (a) be in writing; (b) state with particularity the grounds for such objection; (c) state the name and address of the objecting party and the notice of the

claim or interest of such party; and (d) be filed with the Court and served on the following Notice Parties such that it is actually received by the following Notice Parties Plan Objection Deadline:

<p><u>Counsel to the Debtors and Debtors-in-Possession</u>  Michael J. Canning, Esq.  Neil M. Goodman, Esq.  Joel M. Gross, Esq.  Arnold &amp; Porter LLP  399 Park Ave  New York, NY 10022</p>	<p><u>Counsel to the Ad Hoc Group of Noteholders</u>  Andrew N. Rosenberg, Esq.  Elizabeth R. McColm, Esq.  Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP  1285 Avenue of the Americas  New York, NY 10019</p>
<p><u>Counsel for the Unsecured Creditors' Committee</u>  Ira S. Dizengoff, Esq.  David H. Botter, Esq.  Akin Gump Strauss Hauer &amp; Feld LLP  One Bryant Park  New York, New York 10036</p>	<p><u>Counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders</u>  Richard A. Levy, Esq.  Peter P. Knight, Esq.  Latham &amp; Watkins LLP  233 South Wacker Drive  Chicago, IL 60606</p>
<p><u>United States Trustee</u>  Andrew D. Velez-Rivera, Esq.  Office of the United States Trustee  Southern District of New York  33 Whitehall Street, 21<sup>st</sup> floor  New York, NY 10004</p>	<p><u>Counsel to the Monitor</u>  Ken Coleman, Esq.  Allen &amp; Overy LLP  1221 Avenue of the Americas  New York NY 10020</p>

9. The Debtors, no later than four (4) days prior to the Confirmation Hearing, shall file their reply to objections, if any, to confirmation of the Plan filed by the Plan Objection Deadline;

**IV. Voting Deadline and Solicitation Procedures**

10. The Voting Deadline shall be **June 18, 2009 at 5:00 p.m.** prevailing Eastern time; provided, however, that the Debtors may extend the Voting Deadline, if necessary, without further order of this Court, to a date that is no later than six (6) Business days before the Confirmation Hearing; provided further, however, that notice of such extension shall be provided to voting creditors;

11. The Solicitation Procedures attached hereto as Exhibit 1, and incorporated by reference herein, are hereby approved; provided, however, that the Debtors are authorized to further amend or supplement the Solicitation Procedures to better facilitate the solicitation process;

12. Pursuant to the Solicitation Procedures, in light of the Debtors' election to treat their estates as consolidated for purposes of tabulating voting results, all Ballots shall be counted as if filed against a single consolidated estate, and any obligation of any of the Debtors, and all guarantees thereof by or enforceable against any other Debtors, and, for voting purposes, any joint and several liability of the Debtors, will be treated as a single obligation in the amount of the obligation of the primary obligor;

13. Notwithstanding the foregoing paragraph, the Voting Agent is authorized to provide for the tabulation of acceptances and rejections of the Plan on a Debtor-by-Debtor basis so that the Debtors may tabulate votes on a non-consolidated basis if necessary. In such event, the Debtors shall not be required to re-solicit votes, as the Debtors will tabulate votes as if each Debtor proposed a separate plan of reorganization;

14. To the extent that any creditor entitled to vote in a given Class has filed duplicate claims (meaning the claims are in the same amount, with the same classification and asserting the same basis of claim) to be voted in such Class, such creditor shall be provided, to the extent possible, with only one Solicitation Package and one Ballot on account of such duplicate claims, which Ballot will be attributed a single vote in the amount of one (1) of such duplicate claims;

15. The procedures for distribution of the Solicitation Packages set forth in the Solicitation Procedures satisfy the requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure;

16. The forms of Ballots, substantially in the form attached hereto as Exhibit 2, are hereby approved for purposes of soliciting votes to accept or reject the Plan pursuant to Bankruptcy Rule 3018; provided, however, that the Debtors shall have the right to prepare and distribute other or modified forms of Ballots, substantially conforming with the Ballots and Official Form No. 14, as the Debtors deem necessary due to further refinement of the balloting process or modifications to the Plan;

17. The Plan provides that holders of General Unsecured Claims that (a) otherwise would be classified in Class 3 or Class 4 under the Plan, and total (b) have an aggregate face amount of more than a certain amount, \$2,500.00, may elect to reduce the aggregate amount of all such Class 3 or Class 4 claims to an amount to be specified in the Plan, \$2,500.00, and obtain treatment of eachall of such Class 3 or Class 4 claims, as reduced, as a single Claim in Class 5 for purposes of distribution under the Plan (the "Convenience Class Election"). The Ballots for General Unsecured Claims in Class 3 and Class 4—Ballots are hereby designated as the mechanism for creditors to make the Convenience Class Election. Holders of claims in Class 3 and Class 4 shall make the Convenience Class Election in accordance with the instructions provided with the Class 3 and Class 4 Ballots. The Convenience Class Elections made on a Class 3 or Class 4 Ballot shall be deemed irrevocable and legally binding on the electing creditors upon (a) the execution of the Class 3 or Class 4 Ballot and (b) confirmation of the Plan. A Ballot that (a) neither elects nor declines the Convenience Class Election, (b) both elects and rejects the Convenience Class Election or (c) otherwise attempts to partially elect and partially reject the Convenience Class Election will be deemed to reject the Convenience Class Election. Holders of Senior Notes Claims shall not be entitled to make the Convenience Class Election;

18. The voting instructions, substantially in the form attached to the Ballots on Exhibit 2 attached hereto, are hereby approved;

19. All votes to accept or reject the Plan must be cast by using the appropriate Ballot;

20. All Ballots must be properly executed, completed and delivered by (a) first class mail, in the return envelope provided with each Ballot, (b) overnight courier, or (c) personal delivery, so that the Ballots are actually received, in any case, by the Voting Agent, no later than the Voting Deadline at the following addresses:

If by regular mail:	Donlin, Recano & Company, Inc. Re: Quebecor World (USA) Inc., <i>et al.</i> Attn.: Voting Department P.O. Box 2034, Murray Hill Station New York, NY 10156-0701
If by hand delivery or overnight courier:	Donlin, Recano & Company, Inc. Re: Quebecor World (USA) Inc., <i>et al.</i> Attn.: Voting Department 419 Park Avenue South, Suite 1206 New York, NY 10016

21. The form of the Non-Voting Notice, substantially in the form attached hereto as Exhibit 3, is hereby approved;

22. The form of the Disputed Claim Notice, substantially in the form attached hereto as Exhibit 4, is hereby approved;

23. The form of the Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 5, complies with the requirements of Fed. R. Bankr. P. 2002(b) and 2002(c)(3), and is hereby approved;

24. The Confirmation Hearing Notice provides creditors and parties in interest with sufficient notice regarding any injunction, exculpation, and release provisions contained in the Plan in compliance with Fed. R. Bankr. P. 3016(c);

25. The Debtors shall be excused from giving notice or providing service of any kind upon any person or entity to whom the Debtors mailed a notice regarding the Disclosure Statement Hearing and with respect to whom the Debtors received any of such notices returned by the United States Postal

Service marked “undeliverable as addressed,” “moved – left no forwarding address,” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such person or entity of that person’s or entity’s new address; and the Debtors shall be excused from re-mailing such Solicitation Package, the notice of the hearing on the Disclosure Statement, or other notices, as the case may be, to those entities whose addresses differ from the addresses in the claims register or the Debtors’ records as of the Voting Record Date. If a creditor has changed its mailing address after the Petition Date, it is the responsibility of the creditor or party in interest to advise the Voting Agent of the new address;

**V. Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases**

26. The procedures for assumption of contracts and leases, as summarized below, and as set forth in the Motion and incorporated by reference herein, are hereby approved, provided however, that the Debtors reserve the right to further amend or supplement the procedures for assumption of contracts and leases:

- a. On or before the Exhibit Filing Date, the Debtors shall file as an Exhibit to the Plan the Schedule of Assumed Contracts and Leases identifying each Assumed Contract and Assumed Lease, the counterparty to such Assumed Contract or Assumed Lease, the Debtors’ calculation of the cure amount, if any, due in connection with the assumption of each of the Assumed Contracts and Leases (the “Cure Amount”) and, in the case of Assumed Contracts and Leases being assigned pursuant to section 365(f) of the Bankruptcy Code, the identity of the assignee. The Debtors will serve a copy of the Schedule of Assumed Contracts and Leases upon each of the counterparties listed on the Schedule of Assumed Contracts and Leases, together with a Notice of Assumption of Contracts and Leases, the proposed form of which is attached hereto as Exhibit 6, ~~the~~which form of ~~which is hereby approved; provided, however, that in lieu of setting forth Cure Amounts on the Schedule of Assumed Contracts and Leases, the Debtors may elect to provide each counterparty to the Assumed Contracts and Leases with an individualized notice setting forth the Cure Amount applicable to such counterparty;~~
- b. The Debtors are authorized to amend or revise the Schedule of Assumed Contracts and Leases in accordance with the Plan, including for purposes of adding and removing contracts and leases or designating any Assumed



Contracts and Leases to be assigned, and to the extent that the Debtors amend or revise the Schedule of Assumed Contracts and Leases, the Debtors will file such amended Schedule of Assumed Contracts and ~~Lease~~Leases with the Court and provide notice to any counterparty to an Assumed Contract or Lease affected by such amendment;

- c. Pursuant to the Plan, the Cure Amount, if any, associated with each of the Assumed Contracts and Leases will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the applicable Debtor or Reorganized Debtor: (a) by payment of the Cure Amount in Cash on the Effective Date or (b) on such other terms as are agreed to by the parties to such Assumed Contract or Assumed Lease. If the counterparty to an Assumed Contract or Assumed Lease disputes or objects to: (a) the amount of any Cure Amount, (b) the ability of the applicable Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Assumed Contract or Assumed Lease or (c) any other matter pertaining to the assumption of such contract or lease, the counterparty to such Assumed Contract or Assumed Lease must file an objection (an "Assumption Objection") with the Bankruptcy Court and serve such objection upon (i) counsel to the Debtors; (ii) counsel to the Creditors' Committee; (iii) counsel to the Ad Hoc Group of Noteholders; (iv) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders; and (v) counsel to the Monitor. The deadline for filing Assumption Objections will be the later of the Confirmation Objection Deadline or ten (10) days after filing and notice of any amendment to the Schedule of Assumed Contracts and Leases;
- d. In the event that a counterparty objects to the assumption of an Assumed Contract or Assumed Lease and the assumption and/or assignment of such Assumed Contract or Assumed Lease is ultimately approved by the Bankruptcy Court, payment of any Cure Amount required by section 365(b)(1) of the Bankruptcy Code will be made within thirty (30) days following the entry of a Final Order resolving such dispute and approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors and the counterparty to the Assumed Contract or Assumed Lease;
- e. An Assumption Objection based solely on the Debtors' proposed Cure Amount shall not prevent or delay the Debtors' assumption and assignment of any Assumed Contract or Assumed Lease. In the event that a counterparty objects to the assumption of an Assumed Contract or Assumed Lease based solely on the Cure Amount, the Debtors may, in their sole discretion, reserve an amount equal to the Cure Amount shown on the Schedule of Assumed Contracts and Leases, or such other amount as is directed by the Court, pending further order of the Bankruptcy Court

determining the appropriate Cure Amount, or agreement between the Debtors and the objecting party regarding the Cure Amount. So long as the applicable Cure Amount is held in reserve the Debtors will be permitted, without further delay, to assume and assign the Assumed Contract or Assumed Lease that is the subject of such Assumption Objection;

- f. Any counterparty to an Assumed Contract or Assumed Lease that fails to object timely to the Cure Amount and/or the proposed assumption of any executory contract or unexpired lease will be deemed to have consented to the Cure Amount and to such assumption and/or assignment of the Assumed Contract or Assumed Lease, provided that the Debtors will reserve the right to reject and nullify the assumption of any executory contract or unexpired lease no later than ~~thirtyfive~~ (305) days after entry of a Final Order determining the Cure Amount or the nature of any adequate assurance of future performance required to assume such Assumed Contract or Assumed Lease;
- g. The Cure Amount for an Assumed Contract or an Assumed Lease will be paid directly to the counterparty to such Assumed Contract or Assumed Lease and not to the current holder of a Claim underlying or related to the Cure Amount, if any, to ensure that the counterparty to such Assumed Contract or Assumed Lease has received the cure necessary for the Debtors to assume such Assumed Contract or Assumed Lease pursuant to section 365 of the Bankruptcy Code, even if the contract counterparty is no longer the current holder of the claim related to such Cure Amount.

27. The procedures for rejection of contracts and leases, as summarized below, and as set forth in the Motion and incorporated by reference herein, are hereby approved, provided however, that the Debtors are authorized to further amend or supplement the procedures for rejection of contracts and leases:

- a. On or before the Exhibit Filing Date, the Debtors shall file as an Exhibit to the Plan the Schedule of Rejected Contracts and Leases;
- b. The Debtors shall serve a copy of the Schedule of Rejected Contracts and Leases upon each of the counterparties listed on the Schedule of Rejected Contracts and Leases, together with a Notice of Rejection of Contracts and Leases, the proposed form of which is attached hereto as Exhibit 7, ~~the form of which~~ form is hereby approved. The Debtors are authorized to amend or revise the Schedule of Rejected Contracts and Leases as contemplated by the Plan, including for purposes of adding and removing contracts and leases, and to the extent that the Debtors subsequently

amend or revise the Schedule of Rejected Contracts and Leases, the Debtors will file such amended Schedule of Rejected Contracts and Leases and provide notice to any counterparty to a contract or lease affected by such amendment;

- c. Any Claim for damages arising from the rejection of a Rejected Contract or Rejected Lease must be filed within 30 days after the date of an order authorizing the Debtors to reject such Rejected Contract or Rejected Lease, or all rights to rejection damages under such Rejected Contract or Rejected Lease, and all other rights, if any, that may arise out of such Rejected Contract or Rejected Lease, will be deemed waived;
- d. If the counterparty to a Rejected Contract or Rejected Lease objects to the rejection of such Rejected Contract or Rejected Lease or any matter pertaining to the rejection of such contract or lease, the counterparty to such Rejected Contract or Rejected Lease must file an objection (an "Rejection Objection") with the Bankruptcy Court and serve such objection upon: (i) counsel to the Debtors; (ii) counsel to the Creditors' Committee; (iii) counsel to the Ad Hoc Group of Noteholders; (iv) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders; and (v) counsel to the Monitor. The deadline for filing Rejection Objections will be the later of the Confirmation Objection Deadline or ten (10) days after filing and notice of any amendment to the Schedule of Rejected Contracts and Leases;
- e. Any counterparty to a Rejected Contract or Rejected Lease that fails to object timely to the proposed rejection of any executory contract or unexpired lease will be deemed to have consented to rejection of the Rejected Contract or Rejected Lease.

#### **VI. Extension of Debtors' Exclusive Period**

28. Pursuant to section 1121(d) of the Bankruptcy Code, the exclusive Solicitation Period within which no other party may file a plan and the ~~debtors~~Debtors may solicit acceptances of their chapter 11 plan is extended up to and including July 21, 2009;

29. This Order is with without prejudice to the Debtors moving for further extensions of the Solicitation Period pursuant to section 1121(d) of the Bankruptcy Code;

#### **VII. Miscellaneous Relief**

30. The terms of this Order shall be binding upon the Debtors, all creditors of the Debtors, and any trustees appointed in these proceedings or any trustees appointed in any subsequent

proceedings under chapter 7 or chapter 11 of the Bankruptcy Code relating to the Debtors, and all other parties in interest;

31. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a);

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order;

33. Notwithstanding the possible applicability of Fed. R. Bankr. P. 6004(h), 7062, 9014, or otherwise, the terms and conditions of this order shall be immediately effective and enforceable upon its entry;

34. This Court shall retain jurisdiction, even after the closing of the Chapter 11 Cases, with respect to all matters arising from or related to the implementation of this Order.

Dated: May \_\_, 2009

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United States Bankruptcy Judge

**EXHIBIT 1**  
**(Solicitation Procedures)**

## SOLICITATION PROCEDURES

### A. The Voting Record Date

The Bankruptcy Court approved May [8], 2009 as the record date for purposes of determining which creditors are entitled to vote on the Plan (the "Voting Record Date").<sup>1</sup>

### B. The Voting Deadline

The Bankruptcy Court approved **June [18], 2009 at 5:00 p.m. prevailing Eastern time** as the voting deadline (the "Voting Deadline"). The Debtors may extend the Voting Deadline without further order of the Court to a date no later than six (6) Business days before the Confirmation Hearing; provided, however, notice of such extension shall be provided to voting creditors. To be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed and delivered by (a) first class mail; (b) overnight courier; or (c) personal delivery, so that they are actually received, in any case, by the Debtors' voting agent, Donlin Recano & Company, Inc. (the "Voting Agent") at the following addresses, no later than the Voting Deadline:

If by regular mail	Donlin Recano & Company, Inc. Re: Quebecor World (USA) Inc., <i>et al.</i> P.O. Box 2034, Murray Hill Station New York, NY 10156-0701 Attn.: Voting Department
If by hand delivery or overnight courier	Donlin Recano & Company, Inc. Re: Quebecor World (USA) Inc., <i>et al.</i> 419 Park Avenue South, Suite 1206 New York, NY 10016 Attn.: Voting Department

### C. Form, Content and Manner of Notices

1. The Solicitation Package: The following materials shall constitute the solicitation package (the "Solicitation Package");

- a. the Confirmation Hearing Notice;
- b. the Ballot<sup>2</sup> and Voting Instructions;
- c. a pre-addressed, postage pre-paid return envelope;

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement, or the Debtors' Motion to Approve the Disclosure Statement, as applicable.

<sup>2</sup> The Debtors shall have the right to prepare and distribute other or modified forms of Ballots, substantially conforming with the Ballots and Official Form No. 14, as the Debtors deem necessary due to further refinement of the balloting process or modifications to the Plan.

d. the Disclosure Statement, as approved by the Bankruptcy Court (with all exhibits thereto, including the Plan, and any other supplements or amendments to these documents which may be filed with the Bankruptcy Court);

e. any supplemental solicitation materials the Debtors may file with the Bankruptcy Court or that the Bankruptcy Court orders to be made available; and

f. the Disclosure Statement Order (without exhibits except for Exhibit 1 (the Solicitation Procedures)).

2. Distribution of the Solicitation Package: The Debtors shall serve or cause to be served, all of the materials in the Solicitation Package on (a) the United States Trustee for the Southern District of New York; (b) counsel to the Creditors' Committee; (c) counsel to the Ad Hoc Group of Noteholders; (d) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders; (e) counsel to the Monitor (collectively, the "Core Group"); and (f) all parties in interest on the 2002 List as of the Voting Record Date.

With respect to any of the persons or entities described in paragraphs 2.a. through d. below, the Debtors will mail, or cause to be mailed, the following: (i) the Confirmation Hearing Notice, (ii) the applicable Ballot together with Voting Instructions, (iii) the Disclosure Statement (and all exhibits, supplements and appendices thereto, including the Plan), (iv) the Disclosure Statement Order, (v) any supplemental solicitation materials the Debtors may file with the Bankruptcy Court or that the Bankruptcy Court orders to be made available; and (vi) a pre-addressed, postage pre-paid return envelope. The Confirmation Hearing Notice will additionally instruct the following parties that the items listed in C.1 above can be obtained by accessing the Debtors' case website at <http://www.qwusadocket.com> or by contacting the Debtors' Voting Agent in writing at Donlin Recano & Company, Inc. (Attn.: Voting and Distributions Dept.) P.O. Box 2034, Murray Hill Station, New York, New York 10156-0701, by email at [Balloting@DonlinRecano.com](mailto:Balloting@DonlinRecano.com) or by calling (212) 771-1128.<sup>3</sup>

a. All persons or entities, as applicable, who, on or before the Voting Record Date, have timely filed a proof of claim (or an untimely proof of claim which has been allowed as timely by the Court under applicable law on or before the Voting Record Date) (i) that has not been expunged, disallowed, disqualified or suspended prior to the Voting Record Date, and (ii) that is not the subject of a pending objection on the Voting Record Date;

b. All persons or entities, as applicable, listed in the Debtors' Schedules of Assets and Liabilities filed with the Bankruptcy Court (as may have been amended, on or prior to the Voting Record Date, the "Schedules") as holding a noncontingent, liquidated, undisputed claim as of the Voting Record Date, except to the extent that such claim was paid, expunged, disallowed, disqualified or suspended prior to the Voting Record Date;

c. All persons or entities, as applicable, that hold claims pursuant to an agreement or settlement with the Debtors executed prior to the Voting Record Date, as reflected in a court pleading, stipulation, term sheet, agreement, or other document filed with the

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<sup>3</sup> The Ballots are not available on the website. Voting creditors must contact the Voting Agent directly by writing or by telephone if they need a new Ballot.

Bankruptcy Court, in an Order entered by the Bankruptcy Court, or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court, regardless of whether a proof of claim has been filed;

d. The holder of any Disputed Claim (as defined in Paragraph D.6 herein) that has been temporarily allowed to vote pursuant to a Resolution Event (as defined below) pursuant to the procedures set forth in Paragraphs D.6-D.7 herein.

The Debtors shall make reasonable efforts to ensure that creditors who have more than one claim in a Class (as defined in the Plan) receive no more than one set of the Solicitation Package materials.

3. Duplicate Claims: To the extent that any creditor entitled to vote in a given class has filed duplicate claims (meaning the claims are in the same amount, with the same classification and asserting the same basis of claim) to be voted in such class, such creditor shall be provided, to the extent possible, with only one Solicitation Package and one Ballot which shall reflect the vote of only one such claim.

4. Non-Voting Notices: Notwithstanding the foregoing, certain creditors whose claims are not classified in accordance with 11 U.S.C. § 1123(a)(1) or who are not entitled to vote because they are deemed to accept the Plan under 11 U.S.C. § 1126(f) will receive only the Confirmation Hearing Notice and the Notice of Non-Voting Status With Respect To Unimpaired Classes Deemed to Accept the Plan and Unclassified Classes (the "Non-Voting Notice"), substantially in the form attached to the proposed Disclosure Statement Order as Exhibit 3. The Confirmation Hearing Notice will instruct these creditors that they may obtain copies of the Plan, the Disclosure Statement, the Disclosure Statement Order, and all other materials in the Solicitation Package (excluding a Ballot) by accessing the Debtors' case website at <http://www.qwusadocket.com> or by contacting the Debtors' Voting Agent in writing at P.O. Box 2034, Murray Hill Station, New York, New York 10156-0701, by email at [Balloting@DorlinRecano.com](mailto:Balloting@DorlinRecano.com) or by calling (212) 771-1128.

5. Publication of Confirmation Hearing Notice: In addition to the above, the Debtors shall, one time after the Disclosure Statement Hearing and on or before May 25, 2009, publish the Confirmation Hearing Notice in the national editions of the following publications: *The Wall Street Journal* and *The New York Times*. Additionally, the Voting Agent will publish the Confirmation Hearing Notice electronically on the Debtors' case website at <http://www.qwusadocket.com>.

#### **D. Voting and Tabulation Procedures**

1. **Who Can Vote**: Only the following holders of claims in voting classes shall be entitled to vote with regard to such claims:

a. the holders of claims for which proofs of claim have been timely filed (or otherwise allowed as timely by the Court under applicable law on or before the Voting Record Date), as reflected on the official claims register, as of the close of business on the Voting Record Date, with the exception of those claims subject to a pending objection filed before the Voting Record Date, unless such claims are allowed for voting purposes pursuant to a



Resolution Event (as defined below) pursuant to the procedures in Paragraphs D.6-D.7 herein; provided, however, that to the extent that the Debtors have reached a settlement on a claim for which a proof of claim has been timely filed, the terms of such settlement shall govern for purposes of determining the identity of the holder of the claim and the amount of such claim;

b. the holders of scheduled claims that are listed in the Debtors' Schedules, with the exception of those scheduled claims that are listed as contingent, unliquidated or disputed claims (excluding such scheduled claims that have been superseded by a timely-filed proof of claim); and

c. the holders of claims arising pursuant to an agreement or settlement with the Debtors executed prior to the close of business on the Voting Record Date, as reflected in a court pleading, stipulation, term sheet, agreement, or other document filed with the Bankruptcy Court, in an Order entered by the Bankruptcy Court, or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court regardless of whether a proof of claim has been filed; and

d. the assignee of a claim (whether a timely-filed or scheduled claim) which has been transferred or reassigned pursuant to Bankruptcy Rule 3001 shall be permitted to vote such claim; provided, however, that the holder of such claim as of the Voting Record Date shall be the transferor of such claim unless the documentation evidencing such transfer was docketed by the Bankruptcy Court on or before twenty (20) days prior to the close of business on the Voting Record Date and provided that no timely objection with respect to such transfer was filed by the transferor.

2. **Establishing Claim Amount:** In tabulating votes, the following hierarchy shall be used to determine the claim amount associated with each creditor's vote:

a. the claim amount settled and/or agreed upon by the Debtors prior to the Voting Record Date, as reflected in a court pleading, stipulation, term sheet, agreement or other document filed with the Bankruptcy Court, in an Order entered by the Bankruptcy Court, or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court;

b. the claim amount allowed (temporarily or otherwise) pursuant to a Resolution Event under the procedures set forth in Paragraphs D.6-D.7 below;

c. the claim amount contained on a proof of claim that has been timely filed by the applicable Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law); provided, however, that Ballots cast by creditors who timely file proofs of claim in unliquidated or unknown amounts that are not the subject of an objection filed before the Voting Record Date, will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code, and will count as Ballots for claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of Section 1126(c) of the Bankruptcy Code; provided further, that to the extent the claim amount contained in the proof of claim is different from the claim amount set forth in a court pleading, stipulation, term sheet, agreement, or other document filed with the Bankruptcy Court as referenced in D. 1.a above, the claim amount in the

court pleading, stipulation, term sheet, agreement, or other document filed with the Bankruptcy Court shall supersede the claim amount set forth on the respective proof of claim;

d. the claim amount listed in the Debtors' Schedules, provided that such claim is not scheduled as contingent, disputed or unliquidated and has not been paid; and

e. in the absence of any of the foregoing, zero.

The claim amount established pursuant to this Paragraph D.1 shall control for voting purposes only, and shall not constitute the Allowed amount of any Claim.

3. **General Tabulation Procedures:** The following voting procedures and standard assumptions shall be used in tabulating ballots:

a. except as otherwise provided herein, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan;

b. the Voting Agent will date and time-stamp all Ballots when received. The Voting Agent shall retain the original Ballots and an electronic copy of the same for a period of one (1) year after the Effective Date of the Plan, unless otherwise ordered by the Bankruptcy Court;

c. no later than five (5) days before the Confirmation Hearing, unless such other date is set by the Bankruptcy Court, the Voting Agent will file with the Bankruptcy Court a Voting Report, which will detail the tabulation of Ballots cast for or against the Plan. The Voting Report will also detail any defective, irregular or otherwise invalid Ballots that were waived by the Debtors or were not waived and therefore not counted by the Debtors;

d. the method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each creditor; such delivery will be deemed made only when the original executed Ballot is actually received by the Voting Agent by the Voting Deadline;

e. an original executed Ballot is required. Delivery of a Ballot to the Voting Agent by facsimile, email or any other electronic means will not be valid and such Ballot will not be counted;

f. no Ballot should be sent to any of the Debtors, their agents (other than the Voting Agent), or the Debtors' financial or legal advisors, and if so sent will not be counted unless subsequently received by the Voting Agent prior to the Voting Deadline;

g. the Debtors expressly reserve the right to amend from time to time the terms of the Plan (subject to compliance with section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification);

h. if multiple Ballots are cast on behalf of the same creditor with respect to the same claims prior to the Voting Deadline, the last properly executed Ballot timely received will supersede and revoke any prior Ballot with respect to such claims;

i. creditors must vote all of their claims within a particular Plan class either to accept or reject the Plan and may not split their vote. Accordingly, except with respect to Master Ballots as set forth in paragraph D.5, a Ballot that partially rejects and partially accepts the Plan will not be counted;

j. the votes of General Unsecured Creditors (as defined in the Plan) otherwise entitled to vote in Class 3 or Class 4 that elect the treatment provided for holders of claims in Class 5 shall be counted as votes in Class 3 or Class 4, as applicable;

k. if a Ballot is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity on behalf of the beneficial holder of a claim, such persons should indicate such capacity when signing and, if required or requested by the Voting Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of the beneficial holder of a claim;

l. the Debtors, subject to contrary Order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting provided however, that any such waivers will be documented in the Voting Report;

m. neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

n. unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

o. in the event a designation of lack of good faith is requested by a party-in-interest under Section 1126(e) of the Bankruptcy Code, such vote will be counted by the Debtors, as ordered by the Bankruptcy Court, after notice and a hearing in accordance with Section 1126(e);

p. subject to any contrary Order of the Bankruptcy Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided however, that any such rejections will be documented in the Voting Report;

q. if a claim has been estimated or otherwise allowed for voting purposes only by final Order of the Bankruptcy Court, such claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;

r. if an objection to a claim is filed prior to the Voting Record Date, such claim shall be treated in accordance with the procedures set forth in Paragraph D.6 below. If

such an objection is filed after the Voting Record Date but before ten (10) days prior to the Confirmation Hearing, the related claim shall be treated in accordance with the procedures set forth in Paragraph D.7 below; and

s. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the creditor; (ii) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote on the Plan; (iii) any Ballot cast for a claim scheduled as unliquidated, contingent or disputed for which no proof of claim was timely filed; (iv) any Ballot which does not bear an original signature; and (v) any Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and rejection of the Plan.

4. **Master Ballot Voting Procedures:** The following additional procedures, as well as the aforementioned procedures, shall apply to claims of Beneficial Holders:

a. May 8, 2009 is the Voting Record Date for determining the identity of Beneficial Holders eligible to vote on the Plan;

b. the Voting Agent shall distribute or cause to be distributed the appropriate number of copies of Ballots to each Beneficial Holder holding a claim as of the Voting Record Date, including Nominees identified by the Voting Agent as entities through which Beneficial Holders hold their Claims relating to Senior Notes;

c. any Nominee which is a Record Holder with respect to Senior Notes shall vote on behalf of Beneficial Holders of such Senior Notes by (i) immediately distributing the Solicitation Packages, including Ballots, it receives from the Voting Agent to all such Beneficial Holders, (ii) promptly collecting Ballots from such Beneficial Holders that cast votes on the Plan, (iii) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot, and (iv) transmitting the Master Ballot to the Voting Agent so that it is received by the Voting Deadline;

d. any Beneficial Holder holding Senior Notes as a Record Holder in its own name should vote on the Plan by completing and signing a Ballot and returning it directly to the Voting Agent so that it is received by the Voting Deadline;

e. any indenture trustee (unless otherwise empowered to do so) will not be entitled to vote on behalf of Beneficial Holders; rather, each such Beneficial Holder must submit his or her own Ballot in accordance with the Beneficial Holder voting procedures;

f. any Beneficial Holder holding Senior Notes in "street name" through a Nominee must vote on the Plan through such Nominee by completing and signing the Ballot and returning such Ballot to the appropriate Nominee as promptly as possible and in sufficient time to allow such Nominee to process the Ballot and return the Master Ballot to the Special Voting Agent prior to the Voting Deadline. Any Beneficial Holder holding Senior Notes in "street name" who submits a Ballot to the Debtors, Debtors' counsel, or the Special Voting Agent, will not be counted for purposes of accepting or rejecting the Plan unless such Ballot has

been received by the Voting Agent and has been validated by the applicable Nominee thereof in a manner acceptable to the Voting Agent;

g. any Ballot returned to a Nominee by a Beneficial Holder will not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Special Voting Agent a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline, or otherwise validates the Ballot in a manner acceptable to the Claims and Solicitation Agent. Nominees shall retain all Ballots returned by Beneficial Holders for a period of one year after the Effective Date of the Plan;

h. if a Beneficial Holder holds Senior Notes through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Ballot, and each such Beneficial Holder should execute a separate Ballot for each block of Senior Notes that it holds through any Nominee and must return each such Ballot to the appropriate Nominee; and

i. if a Beneficial Holder holds a portion of its Senior Notes through a Nominee or Nominees and another portion in its own name as the record Holder, such Beneficial Holder should follow the procedures described in section D.3 herein to vote the portion held in its own name and the procedures described in the rest of this section D.4 to vote the portion held by the Nominee(s).

5. **Master Ballot Tabulation:** These rules will apply with respect to the tabulation of Master Ballots and Ballots cast by Nominees and Beneficial Holders:

a. votes cast by Beneficial Holders through Nominees will be applied to the positions held by such Nominees in Class 3-4, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Ballot, will not be counted in excess of the amount of such Senior Notes held by such Nominee as of the Record Date;

b. if conflicting votes or "over-votes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Ballot, the Debtors will attempt to reconcile discrepancies with the Nominees;

c. if over-votes on a Master Ballot or pre-validated Ballot are not reconciled prior to the preparation of the vote certification, the Debtors will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Ballots that contained the overvote, but only to the extent of the Nominee's position in Class 3-4;

d. for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Claims in Class 3-4, although any principal amounts may be adjusted by the Voting Agent to reflect Claim amounts actually voted, including prepetition interest; and

e. a single Nominee may complete and deliver to the Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the

extent they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest dated Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot.

6. **Objections to Claims Prior to Voting Record Date.** If an objection to a claim is pending on the Voting Record Date, such claim holder shall receive a copy of the Confirmation Hearing Notice and a *Notice of Non-Voting Status With Respect To Disputed Claims* ("Disputed Claim Notice"), substantially in the form attached as Exhibit 4 to the Disclosure Statement Order, in lieu of a Ballot. The Disputed Claim Notice shall inform such person or entity (i) that its claim ("Disputed Claim") has been objected to; and (ii) that the holder of such Disputed Claim cannot vote absent any of the following taking place prior to the Voting Deadline: (a) an order is entered by the Bankruptcy Court temporarily allowing such Disputed Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (b) a stipulation or other agreement is executed between the holder of the Disputed Claim and the Debtors temporarily allowing the holder of the Disputed Claim to vote its claim in an agreed upon amount; or (c) the pending objection to the Disputed Claim is voluntarily withdrawn by the Debtors (each, a "Resolution Event"). No later than two (2) Business Days after a Resolution Event, the Voting Agent shall distribute a Ballot and a pre-addressed, postage pre-paid envelope to the relevant holder of the Disputed Claim, which must be returned to the Voting Agent by no later than the Voting Deadline.

The filing of an avoidance action by or on behalf of the Debtors which does not include an objection to a claim held by the defendant or seeks disallowance of such claim only to the extent provided for in section 502(d) of the Bankruptcy Code, shall not, by itself, cause the defendant's claim be deemed a Disputed Claim for purposes of these Solicitation Procedures or otherwise cause the defendant to lose the benefit of deemed allowance under section 502(a) with solely for purposes of voting on the Plan. Alternatively, under Rule 3018(a), such claims shall be allowed temporarily for voting purposes, and not for the purposes of distribution or otherwise, but only if the claim would have been deemed allowed under section 502(a) but for the filing of the avoidance action.

7. **Objections to Claims Subsequent to Voting Record Date.** If an objection to a Disputed Claim is filed by the Debtors after the Voting Record Date but before ten (10) days prior to the originally scheduled occurrence of the Confirmation Hearing, the Ballot of the holder of such Disputed Claim will not be counted absent a Resolution Event taking place on or before the Plan Confirmation Hearing.

8. **Special Procedures Related to Proposed Consolidation of the Debtors for Implementation of Plan:** As set forth in the Disclosure Statement, the Plan is predicated on the limited consolidation of the Debtors and QWI solely for the purpose of implementing the Plan and the Canadian Plan, including for purposes of voting, confirmation and distributions to be made under the Plan. Consequently, for purposes of tabulating voting results (and determining the validity of one or more Ballots in cases where a creditor has voted its claims within a particular Plan class inconsistently), assuming limited consolidation of the Debtors under the Plan, all Ballots shall be counted as if filed against a single consolidated estate, and, for purposes of voting, any obligation of any of the Debtors and all guaranties thereof by or enforceable against any other Debtors and any joint and several liability of the Debtors will be treated as a

single obligation of all of the Debtors and QWI in the amount of the obligation of the primary obligor.

The proposed forms of the Ballots will be customized by Debtor, allowing the Voting Agent to tabulate acceptances and rejections of the Plan on a Debtor-by- Debtor basis so that the Debtors may tabulate votes on a non-consolidated basis if necessary. In such event, the Debtors will not re-solicit votes, as the Debtors will tabulate votes as if each Debtor proposed a separate plan of reorganization.

#### **E. Release, Exculpation, and Injunction Language in Plan**

The release, exculpation, and injunction language in Article 10 of the Plan, set forth below, will be included in the Confirmation Hearing Notice. Voting creditors will also be reminded on their Ballots that a vote to accept the Plan is a vote to accept the release, exculpation, and injunction provisions in the Plan.

#### **RELEASE**

Please be advised that Article 10.4 of the Plan provides the following:

**Release by the Debtors of Certain Parties.** Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 10.10 of the Plan, effective as of the Effective Date, each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan or the Canadian Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases or the Canadian Proceedings, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases or the Canadian Proceedings, including, but not limited to, any claim relating to, or arising out of the Chapter 11 Cases or the Canadian Proceedings, the negotiation and filing of the Plan or the Canadian Plan, the filing of the Chapter 11 Cases or the Canadian Proceedings, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Plan or the Canadian Plan, the Disclosure Statement, the Information Circular (as defined in the Canadian Plan), the Plan Exhibits, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with the Plan or the Canadian Plan. The Reorganized Debtors and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above; provided, however, that notwithstanding anything to the contrary in the Plan or the Canadian Plan, any holders of SocGen Claims in their capacities as such shall not be deemed to be Released Parties for the purposes of this Article 10.4 or otherwise in the Plan.

Please be advised that Article 10.5 of the Plan provides the following:

**Release by the Holders of Claims and Interests.** On the Effective Date, (a) each Person who votes to accept the Plan in its capacity as the holder of any Claim or Interest and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor), which has held, holds, or may hold a Claim against or Interest in the Debtors or QWI in its capacity as the holder of any Claim or Interest, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and Cash, New Common Stock, New Preferred Stock, New Warrants, New Unsecured Notes and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan or the Canadian Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, any or all of the Debtors and QWI, the subject matter of, or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between or among any Debtor and QWI and Release Obligor or any Released Party, the restructuring of the claim prior to or in the Chapter 11 Cases or the Canadian Proceedings, or any act, omission, occurrence, or event in any manner related to such subject matter, transaction, obligation, restructuring or the Chapter 11 Cases or the Canadian Proceedings, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases or the Canadian Proceedings, the negotiation and filing of the Plan or the Canadian Plan, the filing of the Chapter 11 Cases or the Canadian Proceedings, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Plan or the Canadian Plan, the Disclosure Statement, the Information Circular (as defined in the Canadian Plan), the Plan Exhibits, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with the Plan or the Canadian Plan; provided, however, that this Article 10.5 is subject to and limited by Article 10.10 of the Plan. For greater certainty, the foregoing release shall include all Claims of each of the Persons and entities described in clauses (a) and (b) above relating in any way to the subject matter of the Syndicate Adversary Proceeding.

## EXCULPATION AND LIMITATION OF LIABILITY

Please be advised that Article 10.8 of the Plan includes the following release provisions:

**Exculpation and Limitation of Liability.** Subject to Article 10.10 of the Plan, the Debtors, the Reorganized Debtors, QWI, Reorganized QWI, the Syndicate Released Parties, the current and former members of the Creditors' Committee in their capacities as such, the current and former members of the Ad Hoc Group of Noteholders in their capacities as such, the current and former members of the Syndicate Committee in their capacities as such, the DIP Lenders in their capacities as such, and any of such parties' respective current or former members, officers, directors, committee members, affiliates, employees, advisors, attorneys, representatives, accountants, financial advisors, consultants,



investment bankers, or agents, and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, Cause of Action, or liability to any party, or any of its agents, employees, representatives, current or former members, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of the Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation or consummation of the Plan, the Disclosure Statement, the Plan Exhibits, any employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with the Plan, except for their willful misconduct or gross negligence and except with respect to obligations arising under confidentiality agreements, joint interest agreements, and protective orders, if any, entered during the Chapter 11 Cases, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Other than as provided for in this Article 10.8 and in Article 10.10, no party or its agents, employees, representatives, current or former members, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this Article 10.8 for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation or consummation of the Plan, the Disclosure Statement, any employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with the Plan. ~~For the avoidance of doubt,~~ Notwithstanding anything to the contrary in the Plan, (i) the exculpatory provisions of this Article 10.8, which apply to postpetition conduct, are not intended, nor shall they be construed, to bar any governmental unit from pursuing any police or regulatory action and (ii) nothing in the Plan or the Confirmation Order shall be construed as discharging, releasing or relieving any Person, including the Debtors, Reorganized Debtors or any of the Released Parties, in any capacity, from any liability with respect to the U.S. Pension Plans or the PBGC. The PBGC and the U.S. Pension Plans shall not be enjoined or precluded from seeking to enforce such liability as a result of any provision of the Plan or the Confirmation Order. Moreover, nothing in the Plan shall be deemed to release any of the Debtors, Reorganized Debtors, OWI or Reorganized OWI from their obligations under the Plan or the Canadian Plan or the transactions contemplated hereby. Notwithstanding anything to the contrary herein, the exculpatory provisions of this Article 10.8 shall not operate to release any holders of SocGen Claims in their capacities as such.

#### INJUNCTION

Please be advised that Article 10.11. of the Plan provides the following:

**Injunction.** Subject to Article 10.10 of the Plan, the satisfaction, release, and discharge pursuant to this Article X shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under the Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

**EXHIBIT 2a**  
**(Proposed Class 1 Ballot)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, NY 10022-4690  
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Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	Case No. 08-10152 (JMP)
Debtors.	)	(Jointly Administered)
	)	Hon. James M. Peck

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 1: SYNDICATE/SOCGEN CLAIMS**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT TO ACCEPT OR REJECT  
THE PLAN MUST BE RECEIVED IS 4:00 P.M., PREVAILING EASTERN TIME, ON  
MAY 18, 2009**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~1~~ 18 May, 2009 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class of Interests who vote on the Plan and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the United States Bankruptcy Code (the "Bankruptcy Code"). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to

the Debtors' Voting Agent as follows: (i) if by regular mail: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (ii) if by hand delivery or overnight courier: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, 419 Park Avenue South, Suite 1206, New York, NY 10016, so that it is **actually received** by the deadline indicated above.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST WITH RESPECT TO THE APPLICABLE CLASS. IF THIS BALLOT IS NOT SIGNED WITH AN ORIGINAL SIGNATURE ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID AND WILL NOT BE COUNTED AS HAVING BEEN CAST.

**Item 1. Class 1 Vote.** The undersigned, a holder of a Syndicate/SocGen Claim in Class 1 of the Plan, in the amount set forth below votes to (check one box):

**ACCEPT** the Plan.

**REJECT** the Plan.

*If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.*

Creditor: \_\_\_\_\_

Claim Amount:

<u>\$[AMOUNT]</u>	
-------------------	--

Quantity of Class 1 Claims Held: [QUANTITY]

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, this Ballot will not be counted as having been cast.

Name of Creditor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
If by Authorized Agent, Name and Title: \_\_\_\_\_  
Name of Institution: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Taxpayer Identification Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

**PLEASE REMEMBER TO SIGN YOUR BALLOT**

**DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS BALLOT**

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. *If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.* Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to the Debtors' Voting Agent, Donlin Recano & Company, Inc. (Quebecor World (USA) Inc. Ballot Department) at the appropriate address:

**IF BY REGULAR MAIL:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

**IF BY HAND DELIVERY OR  
OVERNIGHT COURIER:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
419 Park Avenue South, Suite 1206  
New York, NY 10016

**Ballots must be received by the Voting Agent by 4:00 p.m., prevailing Eastern Time, on ~~June 17~~ June 18, 2009 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. Ballots submitted by e-mail or facsimile transmission will not be accepted.

2. If you hold Claims and/or Interests in more than one voting Class under the Plan, you may receive a separate Ballot for each such Claim or Interest, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Syndicate/SocGen Claims in Class 1.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots shall not be counted.
3. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the Solicitation Procedures, attached to the Disclosure Statement Order as Exhibit 1, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (including, without limitation, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you

must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) ~~June 8~~, June 8, 2009 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.

4. The Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT ***WILL NOT*** ACCEPT BALLOTS  
BY E-MAIL OR FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT,  
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE  
VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, DONLIN  
RECANO & COMPANY, INC., BY TELEPHONE AT (212) 771-1128.**

**EXHIBIT 2b**  
**(Proposed Class 3 Ballot)**



ARNOLD & PORTER LLP  
399 Park Avenue  
New York, NY 10022-4690  
Telephone: (212) 715-1000  
Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

_____ )	
In re: )	Chapter 11
_____ )	
QUEBECOR WORLD (USA) INC., <i>et al.</i> , )	Case No. 08-10152 (JMP)
_____ )	(Jointly Administered)
Debtors. )	
_____ )	Hon. James M. Peck

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 3: GENERAL UNSECURED CLAIMS AGAINST THE OPERATING DEBTORS**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT TO ACCEPT OR REJECT  
THE PLAN MUST BE RECEIVED IS 4:00 P.M., PREVAILING EASTERN TIME, ON  
MAY 18, 2009**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession* (the "Plan") described in the accompanying Disclosure Statement, dated May 11, 2009 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

If you hold a Claim in Class 3 General Unsecured Claims in an aggregate amount greater than \$2,500.00, this Ballot permits you to elect to reduce the aggregate amount of all such Claim Claims to \$2,500.00 and have such Claim Claims treated as a single Claim in Class 5 for purposes of distribution under the Plan and paid in cash (the "Convenience Class Option").

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class of Interests who

vote on the Plan and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the United States Bankruptcy Code (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to the Debtors’ Voting Agent as follows: (i) if by regular mail: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (ii) if by hand delivery or overnight courier: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, 419 Park Avenue South, Suite 1206, New York, NY 10016, so that it is **actually received** by the deadline indicated above.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST WITH RESPECT TO THE APPLICABLE CLASS. IF THIS BALLOT IS NOT SIGNED WITH AN ORIGINAL SIGNATURE ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID AND WILL NOT BE COUNTED AS HAVING BEEN CAST.

**Item 1. Class 3 Vote.** The undersigned, a holder of a General Unsecured Claim Against the Operating Debtors in Class 3 of the Plan, in the amount set forth below votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

*If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.*

Creditor: \_\_\_\_\_ Claim Amount: 

\$[AMOUNT]	
------------	--

Quantity of Class 3 Claims Held:           [QUANTITY]

**Item 2. Convenience Class Option.** The undersigned, a holder of a General Unsecured Claim or Claims Against the Operating Debtors, in Class 3 of the Plan, which Claim(s) is/are (a) greater than \$~~12,500.00~~ and (b) otherwise would be classified in Class 3 under the Plan, elects to (check one box):

- ACCEPT** the Convenience Class Option and reduce its ~~Class 3 Claim that is greater than \$[•] to a Claim of \$[•] the aggregate amount of ALL of its General Unsecured Claims to \$2,500.00, to be treated as a convenience~~ Convenience Claim in Class 5.
- DECLINE** the Convenience Class Option.

*For additional information regarding the Convenience Class Option, see Instruction 3 on the attached "Voting Information and Instructions for Completing the Ballot."*

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, this Ballot will not be counted as having been cast.

Name of Creditor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
If by Authorized Agent, Name and Title: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE REMEMBER TO SIGN YOUR BALLOT**

**DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS BALLOT**

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. *If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.* Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to the Debtors' Voting Agent, Donlin Recano & Company, Inc. at the appropriate address:

**IF BY REGULAR MAIL:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

**IF BY HAND DELIVERY OR  
OVERNIGHT COURIER:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
419 Park Avenue South, Suite 1206  
New York, NY 10016

**Ballots must be received by the Voting Agent by 4:00 p.m., prevailing Eastern Time, on ~~{●}~~ June 18, 2009 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. Ballots submitted by e-mail or facsimile transmission will not be accepted.

2. If you hold Claims and/or Interests in more than one voting Class under the Plan, you may receive a separate Ballot for each such Claim or Interest, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting General Unsecured Claims Against the Operating Debtors in Class 3.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots shall not be counted.
3. ~~If your General Unsecured Claim you are voting on the Ballot is(s) is/are greater than \$~~{●}~~2,500.00~~ and you wish to elect to be treated as a Class 5 Claim, you must check the box to accept the Convenience Class Option in Item 2 of the Ballot. A Ballot that (a) neither accepts nor declines the Convenience Class Option, (b) elects both to accept and decline the Convenience Class Option, or (c) otherwise attempts to partially accept and partially decline the Convenience Class Option, will be deemed an election to decline the Convenience Class Option. The Convenience Class Option operates as follows:
- a. Each holder of an allowed General Unsecured Claim ~~Against the Operating Debtors~~ in excess of \$~~{●}~~2,500.00 that otherwise would be classified in Class 3 or Class 4 under the Plan may elect to reduce the amount of all of such holder's

~~General Unsecured Claim Against the Operating Debtors to \$[●] Claims to \$2,500.00 and receive \$2,500.00 in satisfaction of all such General Unsecured Claim Against the Operating Debtors, [●]% of the reduced amount of such allowed General Unsecured Claim Against the Operating Debtors Claims.~~

- b. Only holders of General Unsecured Claims in Class 3 and Class 4 Claims may elect treatment under the Convenience Class Option. Holders of Claims in both Class 3 and Class 4 must elect the Convenience Class Option with respect to Claims in both Classes and will receive only a single Class 5 Claim on account of such election. A holder of Claims in Class 3 and Class 4 that attempts to elect the Convenience Class Option with respect to a Claim in one Class but not the other will be deemed not to have elected the Convenience Class Option.

If you elect the Convenience Class Option in Item 2 of the Ballot, such election is an irrevocable and legally binding obligation, as of the Confirmation of the Plan. The votes of holders of Class 3 and Class 4 Claims that elect the Convenience Class Option will be tabulated as votes in Class 3 or Class 4, as applicable.

4. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the Solicitation Procedures, attached to the Disclosure Statement Order as Exhibit 1, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (including, without limitation, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) [●], June 8, 2009 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.
5. The Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.
6. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT ***WILL NOT*** ACCEPT BALLOTS  
BY E-MAIL OR FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT,  
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE  
VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, DONLIN  
RECANO & COMPANY, INC., BY TELEPHONE AT (212) 771-1128.**

**EXHIBIT 2c-(i)**

**(Class 4 Ballot for General Unsecured Claim Against Nonoperating Debtor)**

ARNOLD & PORTER LLP  
 399 Park Avenue  
 New York, NY 10022-4690  
 Telephone: (212) 715-1000  
 Michael J. Canning  
 Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK

	)	
In re:	)	Chapter 11
	)	
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	Case No. 08-10152 (JMP)
	)	(Jointly Administered)
Debtors.	)	
	)	Hon. James M. Peck

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
 OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 4**

**BALLOT FOR GENERAL UNSECURED CLAIMS AGAINST THE NONOPERATING  
 DEBTORS**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT TO ACCEPT OR REJECT  
 THE PLAN MUST BE RECEIVED IS 4:00 P.M., PREVAILING EASTERN TIME, ON  
~~5~~ JUNE 18, 2009**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (the “Plan”) described in the accompanying Disclosure Statement, dated ~~4~~ May 2009 (the “Disclosure Statement”). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

If you hold a ~~Claim in Class 4~~ General Unsecured Claims in an aggregate amount greater than \$~~2,500.00~~, this Ballot permits you to elect to reduce the aggregate amount of all such Claim Claims to \$~~2,500.00~~ and have such Claim Claims treated as a single Claim in Class 5 for purposes of distribution under the Plan and paid in cash (the “Convenience Class Option”).



## Class 4 – Senior Note Claims and General Unsecured Claims Against the Nonoperating Debtors

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class of Interests who vote on the Plan and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the United States Bankruptcy Code (the "Bankruptcy Code"). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to the Debtors' Voting Agent as follows: (i) if by regular mail: Donlin Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (ii) if by hand delivery or overnight courier: Donlin Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, 419 Park Avenue South, Suite 1206, New York, NY 10016, so that it is **actually received** by the deadline indicated above.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST WITH RESPECT TO THE APPLICABLE CLASS. IF THIS BALLOT IS NOT SIGNED WITH AN ORIGINAL SIGNATURE ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID AND WILL NOT BE COUNTED AS HAVING BEEN CAST.

**Item 1. Class 4 Vote.** The undersigned, a holder of a General Unsecured Claim Against the Nonoperating Debtors in Class 4 of the Plan, in the amount set forth below votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

*If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.*

In addition, you should consult Article 6.17 of the Plan and Section VII.F.17 of the Disclosure Statement, which explain that by voting to accept the Plan, you irrevocably authorize the SocGen Litigation Steering Committee to Consent on your behalf to the modification by the Debtors of the Plan to implement the terms of a settlement or resolution of the SocGen Adversary Proceeding in accordance with Article 6.17(b) of the Plan.

Class 4 – Senior Note Claims and General Unsecured Claims Against the Nonoperating Debtors

Creditor: \_\_\_\_\_ Claim Amount: 

\$[AMOUNT]	
------------	--

Quantity of Class 4 Claims Held:     [QUANTITY]    

**Item 2. Convenience Class Option.** The undersigned, a holder of a General Unsecured Claim or Claims Against the Nonoperating Debtors, in Class 4 of the Plan, which Claim(s) is/are (a) greater than \$[•]2,500.00 and (b) would otherwise ~~would~~ be classified in Class 4 under the Plan, elects to (check one box):

- ACCEPT** the Convenience Class Option and reduce the aggregate amount of ALL of its General Unsecured Claim(s) ~~Against the Nonoperating Debtors in Class 4 to \$[•];~~ and receive treatment as the holder of to \$2,500.00, to be treated as a Convenience Claim in Class 5 of the Plan.
- DECLINE** the Convenience Class Option.

*For additional information regarding the Convenience Class Option, see Instruction 3 on the attached "Voting Information and Instructions for Completing the Ballot."*

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, this Ballot will not be counted as having been cast.

Name of Creditor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

If by Authorized Agent, Name and Title: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Ballot No.

Class 4 – Senior Note Claims and General Unsecured Claims Against the Nonoperating Debtors

**PLEASE REMEMBER TO SIGN YOUR BALLOT**

**DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS BALLOT**

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. *If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities. In addition, you should consult Article 6.17 of the Plan and Section VII.F.17 of the Disclosure Statement, which explain that by voting to accept the Plan, you irrevocably authorize the SocGen Litigation Steering Committee to Consent on your behalf to the modification by the Debtors of the Plan to implement the terms of a settlement or resolution of the SocGen Adversary Proceeding in accordance with Article 6.17(b) of the Plan.* Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to the Debtors' Voting Agent, Donlin Recano & Company, Inc. at the appropriate address:

**IF BY REGULAR MAIL:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

**IF BY HAND DELIVERY OR  
OVERNIGHT COURIER:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
419 Park Avenue South, Suite 1206  
New York, NY 10016

**Ballots must be received by the Voting Agent by 45:00 p.m., prevailing Eastern Time, on ~~June 17~~ June 18, 2009 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. Ballots submitted by e-mail or facsimile transmission will not be accepted.

2. If you hold Claims and/or Interests in more than one voting Class under the Plan, you may receive a separate Ballot for each such Claim or Interest, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting General Unsecured Claims Against the Nonoperating Debtors in Class 4.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots shall not be counted.
3. If the your General Unsecured Claim-you (s) is/are voting on the Ballot is greater than ~~\$2,500.00~~ \$2,500.00 and you wish to elect to be treated as a Class 5 Claim, you must check the box to accept the Convenience Class Option in Item 2 of the Ballot. A Ballot that (a) neither accepts nor declines the Convenience Class Option, (b) elects both to accept and

## Class 4 – Senior Note Claims and General Unsecured Claims Against the Nonoperating Debtors

decline the Convenience Class Option, or (c) otherwise attempts to partially accept and partially decline the Convenience Class Option, will be deemed an election to decline the Convenience Class Option. The Convenience Class Option operates as follows:

- a. Each holder of an allowed General Unsecured Claim ~~Against the Nonoperating Debtors~~ in excess of ~~[\$]2,500.00~~ that otherwise would be classified in Class 3 or Class 4 under the Plan may elect to reduce the amount of all of such holder's General Unsecured Claim Against the Nonoperating Debtors to ~~[\$]Claims to \$2,500.00~~ and receive, \$2,500.00 in satisfaction of all such General Unsecured Claim Against the Nonoperating Debtors, [%] of the reduced amount of such allowed General Unsecured Claim Against the Nonoperating Debtors Claims.
- b. Only holders of General Unsecured Claims in Class 3 and Class 4 Claims may elect treatment under the Convenience Class Option. Holders of Claims in both Class 3 and Class 4 must elect the Convenience Class Option with respect to Claims in both Classes and will receive only a single Class 5 Claim on account of such election. A holder of Claims in Class 3 and Class 4 that attempts to elect the Convenience Class Option with respect to a Claim in one Class but not the other will be deemed not to have elected the Convenience Class Option.

If you elect the Convenience Class Option in Item 2 of the Ballot, such election is an irrevocable and legally binding obligation, as of the Confirmation of the Plan. The votes of holders of Class 3 or Class 4 Claims that elect the Convenience Class Option will be tabulated as votes in Class 3 or Class 4, as applicable.

4. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the Solicitation Procedures, attached to the Disclosure Statement Order as Exhibit 1, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (including, without limitation, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) ~~{}], June 8, 2009~~ or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.
5. The Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.

6. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT ***WILL NOT*** ACCEPT BALLOTS  
BY E-MAIL OR FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT,  
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE  
VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, DONLIN  
RECANO & COMPANY, INC., BY TELEPHONE AT (212) 771-1128.**

**EXHIBIT 2c-(ii)**

**(Form of Class 4 Ballot For Beneficial Holders Of Senior Notes)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, NY 10022-4690  
Telephone: (212) 715-1000  
Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	Case No. 08-10152 (JMP)
Debtors.	)	(Jointly Administered)
	)	Hon. James M. Peck

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 4**

**BALLOT FOR BENEFICIAL HOLDERS OF SENIOR NOTES**

**THE VOTING DEADLINE BY WHICH YOUR BROKER, BANK, OR NOMINEE MUST HAVE ITS MASTER BALLOT RECEIVED BY THE VOTING AGENT IS 4:00 P.M., PREVAILING EASTERN TIME, ON ~~{●}~~ JUNE 18, 2009. PLEASE SUBMIT YOUR BALLOT TO YOUR BROKER, BANK, OR NOMINEE IN A MANNER WHICH ALLOWS SUFFICIENT TIME FOR THIS DEADLINE TO BE MET.**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (the “Plan”) described in the accompanying Disclosure Statement, dated ~~{●}~~ May 8, 2009 (the “Disclosure Statement”). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

You are receiving this Ballot because you have been identified by your broker, bank, or nominee (the “Nominee Holder”), as the holder of a claim based upon the [~~●~~ INSERT SERIES] (the “Senior Notes”) as of **May 8, 2009** (the “Record Date”).



As the Record Date holder of Senior Notes, you are the holder of a Claim (the “Senior Note Claim”) against the Nonoperating Debtors equal to the aggregate principal amount (the “Aggregate Senior Note Amount”) of all of your individual Senior Note positions, **irrespective of whether your Senior Notes were held through one or multiple nominee holders as of the Record Date.**

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class of Interests who vote on the Plan and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the United States Bankruptcy Code (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to your Nominee Holder in a manner which provides sufficient time for your Nominee Holder to reflect your vote on its master ballot (the “Master Ballot”), and then forward the Master Ballot to the Debtors’ Voting Agent, Donlin, Recano & Company, Inc., so that the Master Ballot is *received by the Voting Agent by 5:00 p.m., Eastern Standard Time, on ~~June 18~~ June 18, 2009* (the “Voting Deadline”).

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST WITH RESPECT TO THE APPLICABLE CLASS. IF THIS BALLOT IS NOT SIGNED WITH AN ORIGINAL SIGNATURE ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID AND WILL NOT BE COUNTED AS HAVING BEEN CAST.

**Item 1. Senior Note Claim Vote.** The undersigned hereby (i) certifies that it is the beneficial holder of Senior Notes as of **May 8, 2009** in the principal amount set forth below (the “Senior Note Amount”), and (ii) as the holder of a Senior Note Claim, votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

*If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.*

*In addition, you should consult Article 6.17 of the Plan and Section VII.F.17 of the Disclosure Statement, which explain that by voting to accept the Plan, you irrevocably authorize the SocGen Litigation Steering Committee to Consent on your behalf to the modification by the Debtors of the Plan to implement the terms of a settlement or resolution of the SocGen Adversary Proceeding in accordance with Article 6.17(b) of the Plan.*

Creditor: \_\_\_\_\_

Senior Note Amount: \$ \_\_\_\_\_

[Continue on Following Page]

**Item 2. Certification as to the Senior Notes in Additional Accounts.** By returning this Ballot, the undersigned beneficial holder certifies that either (a) no other Ballots for the Senior Notes it holds in other accounts or other record holder names have been executed on its behalf, or (b) it has provided the information specified in the following table for all other Senior Notes for which additional Ballots have been executed on its behalf (please use additional sheets of paper if necessary):

**Only complete this section if you have voted ballots other than this Ballot. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan.**

Account Number assigned by OTHER Nominee Holder	Name of OTHER Nominee Holder	Amount Voted	Vote Indicated (Accept / Reject)
		\$	
		\$	
		\$	
		\$	

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned (i) acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials, (ii) certifies that the undersigned is the beneficial holder of the Senior Notes to which this Ballot pertains or has the power and authority to vote to accept or reject the Plan on behalf of the applicable beneficial holder, (iii) certifies that it has read and that it understands the voting information and instructions for completing this Ballot set forth below, and (iv) understands that this Ballot, once properly completed and executed, is to be sent to the registered or record holder of, or other nominee of the undersigned with respect to the Senior Notes to which this Ballot pertains, whom the undersigned hereby authorizes and instructs to execute the Master Ballot reflecting this Ballot.

Name of Creditor: \_\_\_\_\_

(Print or Type)

Signature: \_\_\_\_\_

If by Authorized Agent, Name and Title: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**PLEASE REMEMBER TO SIGN YOUR BALLOT**  
**DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS BALLOT**

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. *If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities. In addition, you should consult Article 6.17 of the Plan and Section VII.F.17 of the Disclosure Statement, which explain that by voting to accept the Plan, you irrevocably authorize the SocGen Litigation Steering Committee to Consent on your behalf to the modification by the Debtors of the Plan to implement the terms of a settlement or resolution of the SocGen Adversary Proceeding in accordance with Article 6.17(b) of the Plan.* Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to your Nominee Holder. To have your vote count, you must submit your Ballot to your Nominee Holder in a manner which provides sufficient time for your Nominee Holder to reflect your vote on its Master Ballot, and then forward its Master Ballot to the Debtors' Voting Agent, Donlin, Recano & Company, Inc., so that the Master Ballot is received by the Voting Agent by 5:00 p.m., Eastern Standard Time, on ~~June~~ June 18, 2009.

If the Master Ballot is received by the Voting Agent after the Voting Deadline, it will not be counted. Ballots and Master Ballots submitted by e-mail or facsimile transmission will not be accepted.

2. If you hold Claims in more than one voting Class under the Plan, you may receive a separate Ballot for each such Claim or Interest, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Senior Note Claims.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots shall not be counted. Pursuant to the Plan, holders of Class 4 Claims on account of Senior Notes are not entitled to elect treatment of such Claims as Class 5 Convenience Class Claims.
3. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the Solicitation Procedures, attached to the Disclosure Statement Order as Exhibit 1, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (including, without limitation, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you

must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) [●], June 8, 2009 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.

4. The Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot or Master Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT ***WILL NOT*** ACCEPT BALLOTS OR MASTER BALLOTS  
BY E-MAIL OR FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT,  
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE  
VOTING PROCEDURES, PLEASE CONTACT YOUR BROKER, BANK, OR  
NOMINEE.**

**EXHIBIT 2c-(iii)**

**(Form of Class 4 Master Ballot for Senior Note Claims)**

ARNOLD & PORTER LLP  
 399 Park Avenue  
 New York, NY 10022-4690  
 Telephone: (212) 715-1000  
 Michael J. Canning  
 Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK

In re:	)	)	Chapter 11
	)	)	
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	)	Case No. 08-10152 (JMP)
	)	)	(Jointly Administered)
Debtors.	)	)	
	)	)	Hon. James M. Peck

**MASTER BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
 OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 4**

**MASTER BALLOT**

**[NAME OF ISSUE] CUSIP # [CUSIP NUMBER]**

**Item A. Transcription of Senior Note Claim Votes and Convenience Claim Option Elections**

The undersigned certifies that Beneficial Holders (as defined below) of the **[NAME OF ISSUE]** issued by **[ISSUER NAME]** as of **May 8, 2009** (specifically, the "Senior Notes"), bearing the respective Customer Account Numbers set forth below, have delivered to the undersigned, executed Beneficial Holder Ballots (as defined below) casting votes to accept or reject the Plan (as defined below). *(Indicate the aggregate principal amount for each respective account under the appropriate column. Please use additional sheets of paper if necessary.)*

Customer Account Number	<b>Item 1.</b> Senior Note Amount	<b>Item 1.</b> Senior Note Claim Vote <i>(indicate "ACCEPT" or "REJECT")</i>
	\$	
	\$	
	\$	
	\$	
	\$	

**Item B. Transcription of Certification of Senior Notes in Additional Accounts**

The undersigned certifies that it has transcribed below the information, if any, provided in Item 2 of each executed Beneficial Holder Ballot received from a Beneficial Holder (please use additional sheets of paper if necessary):

Account Number assigned by the <u>UNDERSIGNED</u> Nominee Holder	Account Number assigned by <u>OTHER</u> Nominee Holder	Name of <u>OTHER</u> Nominee Holder	Amount Voted	Vote Indicated (Accept / Reject)
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

**Item C. Acknowledgments** By signing this Master Ballot, the undersigned certifies that (i) each Beneficial Holder of the Senior Notes whose votes and elections are being transmitted on this Master Ballot has been provided with a copy of the Disclosure Statement to accompany the Plan, (ii) it is the registered holder of the Senior Notes to which this Master Ballot pertains, (iii) it has the full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders listed hereon and (iv) the Beneficial Holder Ballots have been processed in full accordance with the procedures set forth on this Master Ballot. The undersigned further acknowledges that the solicitation of this vote to accept or reject the Plan is subject to all the terms and conditions set forth in the Plan and Disclosure Statement.

Name of Creditor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
 If by Authorized Agent, Name and Title: \_\_\_\_\_

Name of Institution: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Taxpayer Identification Number: \_\_\_\_\_  
 Date Completed: \_\_\_\_\_

**PLEASE REMEMBER TO (1) SIGN YOUR MASTER BALLOT, AND (2) STAMP YOUR MASTER BALLOT WITH YOUR FIRM'S MEDALLION IMPRINT. DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS MASTER BALLOT.**



**TO COMPLETE THIS MASTER BALLOT PROPERLY, YOU MUST FOLLOW THE  
PROCEDURES DESCRIBED BELOW**

The Debtors have filed their Second Amended Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession dated April ~~---~~ May, 2009 (as the same may be amended or supplemented and including all exhibits and supplements thereto, the "Plan"). The Court has approved the Second Amended Disclosure Statement with respect to Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (as the same may be amended or supplemented and including all exhibits and supplements thereto, the "Disclosure Statement") with respect to the Plan. The Debtors are soliciting votes of your customers who are beneficial holders (the "Beneficial Holders") of the Senior Notes on the Plan. Master ballots are being sent to brokers, proxy intermediaries or other nominees of Beneficial Holders of the Senior Notes. This Master Ballot is to identify the votes of your customers who held Senior Notes as of **May 8, 2009**, (the "Voting Record Date") approved by the Bankruptcy Court. Capitalized terms used in this Master Ballot or these instructions that are not otherwise defined have the meanings ascribed thereto in the Plan.

**To have the vote of your customers count:**

**1) Along with this Master Ballot, you should have received a set of ballots (the "Beneficial Holder Ballots") to be completed by the beneficial holders of the Senior Notes for whom you are the nominee holder. Deliver a copy of the Disclosure Statement with the accompanying Plan, a Beneficial Holder Ballot, and all other related disclosure documents you may have received in connection with this vote on the Plan, to each of the Beneficial Holders for whom you held Senior Notes as of the Voting Record Date. Pursuant to the Plan, holders of Senior Notes Claims are not entitled to elect treatment of such Claims as Class 5 Convenience Class Claims.**

**2) Provide appropriate information for each of the items on the Master Ballot. Please note that Items A and B request information for each individual Beneficial Holder from whom you have received an executed Beneficial Holder Ballot respective of the Senior Notes held in your name. Please use the customer account number assigned by you for each such Beneficial Holder.**

**3) Complete Item C. Sign and return this ORIGINAL Master Ballot so that it is received by Donlin, Recano & Company, Inc., (the "Voting Agent") no later than ~~May 18, 2009~~ June 18, 2009 at 5:00 p.m. prevailing Eastern time.**

**4) Master Ballots received via telecopier, facsimile or other electronic transmission will NOT be counted. DO NOT deliver completed Master Ballots to the Voting Agent by any of these means. ONLY ORIGINAL MASTER BALLOTS WITH ORIGINAL SIGNATURES WILL BE COUNTED. ANY BALLOT THAT IS NOT SIGNED WILL NOT BE COUNTED. ANY BALLOT THAT DOES NOT CONTAIN THE OFFICIAL MEDALLION STAMP OF THE NOMINEE HOLDER WILL NOT BE COUNTED.**

5) Master Ballots should be returned to the Voting Agent by either of the following methods:

*If by mail:*

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

*If by hand delivery or overnight courier:*

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
Attn.: Voting Department  
419 Park Avenue South, Suite 1206  
New York, NY 10016

6) If you are completing this Master Ballot on behalf of another entity, state your relationship with such entity and the capacity in which you are signing.

*Beneficial Holders should consult Article 6.17 of the Plan and Section VII.F.17 of the Disclosure Statement, which explain that by voting to accept the Plan, Beneficial Holders irrevocably authorize the SocGen Litigation Steering Committee to consent on their behalf to the modification by the Debtors of the Plan to implement the terms of a settlement or resolution of the SocGen Adversary Proceeding in accordance with Article 6.17(b) of the Plan.*

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR THE VOTING PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT AT (212) 481-1411.**

**EXHIBIT 2d**  
**(Proposed Class 5 Ballot)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, NY 10022-4690  
Telephone: (212) 715-1000  
Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

	)	
In re:	)	Chapter 11
	)	
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	Case No. 08-10152 (JMP)
	)	(Jointly Administered)
Debtors.	)	
	)	Hon. James M. Peck

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN  
OF REORGANIZATION OF DEBTORS AND DEBTORS IN POSSESSION**

**CLASS 5: CONVENIENCE CLAIMS**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT TO ACCEPT OR REJECT  
THE PLAN MUST BE RECEIVED IS 4:00 P.M., PREVAILING EASTERN TIME, ON  
MAY 18, 2009**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~May~~ May 18, 2009 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the holders of at least two-thirds in amount of the Interests in each impaired Class of Interests who vote on the Plan and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the United States Bankruptcy Code (the "Bankruptcy Code"). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to

the Debtors' Voting Agent as follows: (i) if by regular mail: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701; or (ii) if by hand delivery or overnight courier: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, 419 Park Avenue South, Suite 1206, New York, NY 10016, so that it is **actually received** by the deadline indicated above.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST WITH RESPECT TO THE APPLICABLE CLASS. IF THIS BALLOT IS NOT SIGNED WITH AN ORIGINAL SIGNATURE ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID AND WILL NOT BE COUNTED AS HAVING BEEN CAST.

**Item 1. Class 1 Vote.** The undersigned, a holder of a Convenience Claim in Class 5 of the Plan, in the amount set forth below votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

*If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.*

Creditor: \_\_\_\_\_

Claim Amount:

\$[AMOUNT]

Quantity of Class 5 Claims Held: [QUANTITY]

**Item 2. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and a rejection of the Plan, this Ballot will not be counted as having been cast.

Name of Creditor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
If by Authorized Agent, Name and Title: \_\_\_\_\_  
Name of Institution: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Taxpayer Identification Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

**PLEASE REMEMBER TO SIGN YOUR BALLOT**

**DO NOT TEAR APART OR OTHERWISE DISASSEMBLE THIS BALLOT**

**VOTING INFORMATION AND INSTRUCTIONS  
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. *If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan. Such releases include, but are not limited to, the releases contained in Article 10 of the Plan, which include the release of claims and causes of action against certain nondebtor entities.* Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to the Debtors' Voting Agent, Donlin Recano & Company, Inc. (Quebecor World (USA) Inc. Ballot Department) at the appropriate address:

**IF BY REGULAR MAIL:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
P.O. Box 2034, Murray Hill Station  
New York, NY 10156-0701

**IF BY HAND DELIVERY OR  
OVERNIGHT COURIER:**

Donlin Recano & Company, Inc.  
Re: Quebecor World (USA) Inc., et al.  
419 Park Avenue South, Suite 1206  
New York, NY 10016  
Attn.: Voting Department

**Ballots must be received by the Voting Agent by 45:00 p.m., prevailing Eastern Time, on ~~June 17~~, June 18, 2009 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. Ballots submitted by e-mail or facsimile transmission will not be accepted.

2. If you hold Claims and/or Interests in more than one voting Class under the Plan, you may receive a separate Ballot for each such Claim or Interest, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Convenience Claims in Class 5.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots shall not be counted. If you hold any portion of a single Claim, you and all other holders of any portion of such Claim will be (a) treated as a single creditor for voting purposes and (b) required to vote every portion of such Claim collectively to either accept or reject the Plan. In the event a group of Ballots received from the various holders of multiple portions of a single Claim partially accepts and partially rejects the Plan, such Ballots shall not be counted.
3. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the Solicitation Procedures, attached to the Disclosure Statement Order as Exhibit 1, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your

Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (including, without limitation, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) ~~the~~ June 8, 2009 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.

4. The Ballot does not constitute and shall not be deemed a proof of Claim or Interest or an assertion of a Claim or Interest.
5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT **WILL NOT** ACCEPT BALLOTS  
BY E-MAIL OR FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT,  
OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE  
VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, DONLIN  
RECANO & COMPANY, INC., BY TELEPHONE AT (212) 771-1128.**



**EXHIBIT 3**

**(Notice of Non-Voting Status -- Unimpaired)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399  
Michael J. Canning  
Joel M. Gross

*Counsel for the Debtors  
and Debtors-in-Possession*

**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

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO UNIMPAIRED CLASSES  
DEEMED TO ACCEPT THE PLAN AND UNCLASSIFIED CLASSES**

**PLEASE TAKE NOTICE** that on May \_\_, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") approved the above-captioned Debtors' *Disclosure Statement for Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession* (as amended from time to time and including all exhibits and supplements, the "Disclosure Statement") for their *Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession* (as amended from time to time and including all exhibits, appendices and supplements, the "Plan") for use by the Debtors in soliciting acceptances or rejections of the Plan from holders of impaired claims and interests who are or may be entitled to receive distributions under the Plan.

**THE DEBTORS' DISCLOSURE STATEMENT, PLAN, DISCLOSURE STATEMENT ORDER, AND OTHER SOLICITATION PACKAGE MATERIALS ARE AVAILABLE FOR VIEWING BY ACCESSING THE WEBSITE OF THE DEBTORS' VOTING AGENT AT [HTTP://WWW.QWUSADOCKET.COM](http://www.qwusadocket.com) OR BY CONTACTING THE DEBTORS' VOTING AGENT IN WRITING AT DONLIN, RECANO & COMPANY, INC., RE: QUEBECOR WORLD (USA) INC., ET AL., ATTN.: VOTING DEPARTMENT, P.O. BOX 2034, MURRAY HILL STATION, NEW YORK, NY 10156-0701, BY EMAIL AT [BALLOTING@DONLINRECANO.COM](mailto:balloting@donlinrecano.com), OR BY CALLING (212) 771-1128.**

YOU ARE RECEIVING THIS NOTICE BECAUSE UNDER THE TERMS THE PLAN, EITHER:

(A) YOUR CLAIM(S) AGAINST, OR INTEREST(S) IN, THE DEBTORS ARE UNIMPAIRED AND, THEREFORE, IN ACCORDANCE WITH SECTION 1126(f) OF THE UNITED STATES BANKRUPTCY CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN; OR

(B) YOUR CLAIMS ARE UNCLASSIFIED PURSUANT TO SECTION 1123(a)(1) OF THE BANKRUPTCY CODE AND THEREFORE YOU ARE NOT ENTITLED TO VOTE ON THE PLAN.

**ACCORDINGLY, THIS NOTICE AND THE NOTICE OF (A) OBJECTION AND VOTING DEADLINES, (B) SOLICITATION AND VOTING PROCEDURES, (C) HEARING TO CONFIRM THE PLAN OF REORGANIZATION AND (D) CERTAIN OTHER INFORMATION ARE BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.**

**IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR INTEREST(S), YOU SHOULD CONTACT THE DEBTORS' VOTING AGENT AT THE ADDRESS OR TELEPHONE NUMBER SET FORTH ABOVE.**

Dated: May \_\_, 2009  
New York, New York

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399

*Counsel for the Debtors  
and Debtors In Possession*

**EXHIBIT 4**

**(Notice of Non-Voting Status -- Disputed)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399  
Michael J. Canning  
Joel M. Gross

*Counsel for the Debtors  
and Debtors-in-Possession*

**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

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS**

**PLEASE TAKE NOTICE** that on May \_\_, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") approved the above-captioned Debtors' Disclosure Statement for Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (as amended from time to time and including all exhibits and supplements, the "Disclosure Statement") for their Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (as amended from time to time and including all exhibits, appendices and supplements, the "Plan") for use by the Debtors in soliciting acceptances or rejections of the Plan from holders of impaired claims who are or may be entitled to receive distributions under the Plan.

**THE DEBTORS' DISCLOSURE STATEMENT, PLAN, DISCLOSURE STATEMENT ORDER, AND OTHER SOLICITATION PACKAGE MATERIALS ARE AVAILABLE FOR VIEWING BY ACCESSING THE WEBSITE OF THE DEBTORS' VOTING AGENT AT [HTTP://WWW.QWUSADOCKET.COM](http://www.qwusadocket.com) OR BY CONTACTING THE DEBTORS' VOTING AGENT IN WRITING AT DONLIN, RECANO & COMPANY, INC., RE: QUEBECOR WORLD (USA) INC., ET AL., ATTN.: VOTING DEPARTMENT, P.O. BOX 2034, MURRAY HILL STATION, NEW YORK, NY 10156-0701, BY EMAIL AT [BALLOTING@DONLINRECANO.COM](mailto:BALLOTING@DONLINRECANO.COM), OR BY CALLING (212) 771-1128.**

YOU ARE RECEIVING THIS NOTICE BECAUSE AS OF THE VOTING RECORD DATE, MAY \_\_, 2009, YOU ARE THE HOLDER OF A CLAIM THAT IS SUBJECT TO A PENDING OBJECTION BY THE DEBTORS. **YOU ARE NOT ENTITLED TO VOTE ON THE DEBTORS' PLAN UNLESS PRIOR TO THE JUNE \_\_, 2009 VOTING DEADLINE:**

(A) YOUR CLAIM HAS BEEN TEMPORARILY ALLOWED FOR VOTING PURPOSES BY THE BANKRUPTCY COURT PURSUANT TO BANKRUPTCY RULE 3018(a), AFTER NOTICE AND A HEARING;

(B) A STIPULATION OR OTHER AGREEMENT HAS BEEN EXECUTED BY YOU AND THE DEBTORS TEMPORARILY ALLOWING YOU TO VOTE YOUR CLAIM IN AN AGREED UPON AMOUNT; OR

(C) THE DEBTORS' OBJECTION HAS BEEN WITHDRAWN BY THE DEBTORS (EACH, A "RESOLUTION EVENT").

**ACCORDINGLY, THIS NOTICE AND THE NOTICE OF (A) OBJECTION AND VOTING DEADLINES, (B) SOLICITATION AND VOTING PROCEDURES, (C) HEARING TO CONFIRM THE PLAN OF REORGANIZATION AND (D) CERTAIN OTHER INFORMATION ARE BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.**

IF A RESOLUTION EVENT OCCURS, THEN, NO LATER THAN TWO (2) BUSINESS DAYS THEREAFTER, THE VOTING AGENT SHALL DISTRIBUTE A BALLOT AND A PRE-ADDRESSED, POSTAGE PRE-PAID ENVELOPE TO YOU, WHICH MUST BE RETURNED TO THE VOTING AGENT BY NO LATER THAN THE VOTING DEADLINE, JUNE \_\_, 2009 AT 4:00 P.M., PREVAILING EASTERN TIME.

**IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), YOU SHOULD CONTACT THE DEBTORS' VOTING AGENT AT THE ADDRESS OR TELEPHONE NUMBER ABOVE.**

Dated: May \_\_, 2009

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399

*Counsel for the Debtors  
and Debtors In Possession*

**EXHIBIT 5**

**(Notice of Confirmation Hearing)**

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399  
Michael J. Canning  
Joel M. Gross

*Counsel for the Debtors  
and Debtors-in-Possession*

**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

**NOTICE OF (A) OBJECTION AND VOTING DEADLINES,  
(B) SOLICITATION AND VOTING PROCEDURES, (C) HEARING TO CONFIRM  
THE PLAN OF REORGANIZATION, AND (D) CERTAIN OTHER INFORMATION**

***1. Disclosure Statement and Solicitation Procedures Approved.***

On May \_\_, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered that certain *Order (A) Approving Disclosure Statement; (B) Fixing a Voting Record Date; (C) Approving Solicitation and Voting Procedures with Respect to Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors in Possession; (D) Approving Form of Solicitation Package, Ballots and Notices; (E) Scheduling Certain Dates in Connection Therewith; (F) Approving Procedures for Providing Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases and Determination of Cure Amounts in Connection Therewith; and (G) Extending Exclusive Period to Solicit Votes on the Plan* (the "Disclosure Statement Order"). In the Disclosure Statement Order, among other things, the Bankruptcy Court approved the above-captioned Debtors' *Disclosure Statement for Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession* (as amended from time to time and including all exhibits, appendices and supplements thereto, the "Disclosure Statement") for their *Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession* (as amended from time to time and including all exhibits, appendices and supplements thereto,



the "Plan"), as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the "Bankruptcy Code"), and authorized the Debtors to solicit acceptances of the Plan.<sup>1</sup>

***2. Copies of Solicitation Package Materials, including Disclosure Statement and Plan.***

The Plan, Disclosure Statement, Disclosure Statement Order, and all other materials in the Debtors' Solicitation Package may be obtained from the Debtors' case website at <http://www.qwusadocket.com> and/or by contacting the Debtors' Voting Agent in writing at Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701, by email at [Balloting@DonlinRecano.com](mailto:Balloting@DonlinRecano.com) or by calling the Voting Agent at (212) 771-1128.

The Debtors will serve the Plan, Disclosure Statement, and all other materials in the Solicitation Package on (a) the United States Trustee for the Southern District of New York, (b) counsel to the Creditors' Committee, (c) counsel to the Ad Hoc Group of Noteholders, (d) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders, (e) counsel to the Monitor, (collectively, the "Core Group") and (f) those parties who have filed and not withdrawn requests for notices under Bankruptcy Rule 2002 as of the Record Date (the "2002 List"). Creditors who are entitled to vote on the Plan that are not in the Core Group or on the 2002 List will be served by first class mail with this Confirmation Hearing Notice, applicable Ballots and voting instructions, a pre-addressed, postage pre-paid return envelope, the Plan, the Disclosure Statement, the Disclosure Statement Order, and certain other materials contained in the Solicitation Package. Such creditors may also obtain copies of the aforementioned documents by accessing the Debtors' case management website (<http://www.qwusadocket.com>) or by contacting the Voting Agent at the mailing address, email address or telephone number above.

***3. Plan Exhibit Filing Date.***

The Debtors intend to file all exhibits, supplements and schedules to the Plan with the Court on or before June 8, 2009 (the "Plan Exhibit Filing Date"); provided, however, that certain exhibits to the Plan may be filed at a later date, as contemplated by the Plan. Based on the anticipated volume of certain exhibits and supplements to the Plan, the Debtors do not intend to serve copies of all such exhibits and supplements. Instead, copies of all supplements and exhibits to the Plan may be obtained from the Debtors' case website at <http://www.qwusadocket.com> and/or by contacting the Debtors' Voting Agent in writing at Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Attn.: Voting Department, P.O. Box 2034, Murray Hill Station, New York, NY 10156-0701, by email at [Balloting@DonlinRecano.com](mailto:Balloting@DonlinRecano.com) or by calling the Voting Agent at (212) 771-1128.

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<sup>1</sup> All capitalized terms used, but not defined herein, shall have the meanings attributed to such terms in the Plan, the Disclosure Statement or the Debtors' Motion to Approve the Disclosure Statement, as applicable.

**4. Hearing on Confirmation of the Plan.**

A hearing to confirm the Plan (the "Confirmation Hearing") will commence on **June [●], 2009 at [●] a.m. prevailing Eastern time**, before the Honorable James M. Peck, United States Bankruptcy Judge, located at One Bowling Green, New York, New York 10004. The Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing.

**5. Plan Objection Deadline.**

The Bankruptcy Court has established **June [●], 2009 at [●] p.m. prevailing Eastern time**, as the last date and time for filing and serving objections to the confirmation of the Plan (the "Plan Objection Deadline"). Objections to the confirmation of the Plan, if any, must (a) be in writing, (b) state with particularity the grounds for such objection, (c) state the name and address of the objecting party and the notice of the claim or interest of such party, and (d) be filed with the Bankruptcy Court and served on the following parties (collectively, the "Notice Parties"):

<u>Counsel to the Debtors and Debtors-in-Possession</u> Michael J. Canning, Esq. Neil M. Goodman, Esq. Joel M. Gross, Esq. Arnold & Porter LLP 399 Park Ave New York, NY 10022	<u>Counsel to the Ad Hoc Group of Noteholders</u>  Andrew N. Rosenberg, Esq. Elizabeth R. McColm, Esq. Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019
<u>Counsel for the Unsecured Creditors' Committee</u> Ira S. Dizengoff, Esq. David H. Botter, Esq. Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, New York 10036	<u>Counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders</u>  Richard A. Levy, Esq. Peter P. Knight, Esq. Latham & Watkins LLP 233 South Wacker Drive Chicago, IL 60606
<u>United States Trustee</u>  Andrew D. Velez-Rivera, Esq. Office of the United States Trustee Southern District of New York 33 Whitehall Street, 21 <sup>st</sup> floor New York, NY 10004	<u>Counsel to the Monitor</u>  Ken Coleman, Esq. Allen & Overy LLP 1221 Avenue of the Americas New York NY 10020

Any objections must be filed and served so that they are actually received no later than the Plan Objection Deadline. Objections not timely filed and served shall be overruled and not considered.

## **VOTING RECORD DATE.**

May 8, 2009 is the record date (the "Voting Record Date") for purposes of determining which parties are entitled to vote on the Plan.

## **VOTING DEADLINE.**

June [18], 2009 at 4:00 p.m., prevailing Eastern time is the voting deadline ("Voting Deadline"). All Ballots must be received by the Voting Agent by the Voting Deadline. Voting Instructions will be sent with the Ballots.

## **TEMPORARY ALLOWANCE OF CLAIMS FOR VOTING PURPOSES.**

Holders of Claims that are subject to a pending objection by the Debtors as of the Voting Record Date cannot vote on the Plan absent one of the following resolution events taking place prior to the Voting Deadline: (a) an order is entered by the Bankruptcy Court temporarily allowing such Disputed Claim for voting purposes pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (b) a stipulation or other agreement is executed between the holder of the Disputed Claim and the Debtors temporarily allowing the holder of the Disputed Claim to vote its Claim in an agreed upon amount; or (c) the pending objection to the Disputed Claim is voluntarily withdrawn by the Debtors (each, a "Resolution Event"). If an objection to a Claim is filed by the Debtors after the Voting Record Date, any vote by the holder of such Disputed Claim will not be counted unless there is a Resolution Event prior to the Confirmation Hearing.

The filing of an avoidance action by or on behalf of the Debtors which does not include an objection to a claim held by the defendant, or seeks disallowance of such claim only to the extent provided for in section 502(d) of the Bankruptcy Code, shall not, by itself, cause the defendant's claim to lose the benefit of deemed allowance under section 502(a) solely for purposes of voting on the Plan. Alternatively, under Rule 3018(a), such claims shall be allowed temporarily for voting purposes, and not for the purposes of distribution or otherwise, but only if the claim would have been deemed allowed under section 502(a) but for the filing of the avoidance action.

## **RELEASE, EXCULPATION, AND INJUNCTION LANGUAGE IN PLAN.**

The Plan contains the following release, exculpation and injunction provisions:

### **RELEASE**

Please be advised that Article 10.4 of the Plan provides the following:

**Release by the Debtors of Certain Parties.** Pursuant to section 1123(b)(3) of the Bankruptcy Code, but subject to Article 10.10 of the Plan, effective as of the Effective Date, each Debtor, in its individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever

released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan or the Canadian Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases or the Canadian Proceedings, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases or the Canadian Proceedings, including, but not limited to, any claim relating to, or arising out of the Chapter 11 Cases or the Canadian Proceedings, the negotiation and filing of the Plan or the Canadian Plan, the filing of the Chapter 11 Cases or the Canadian Proceedings, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Plan or the Canadian Plan, the Disclosure Statement, the Information Circular (as defined in the Canadian Plan), the Plan Exhibits, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with the Plan or the Canadian Plan. The Reorganized Debtors and any newly-formed entities that will be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above; provided, however, that notwithstanding anything to the contrary in the Plan or the Canadian Plan, any holders of SocGen Claims in their capacities as such shall not be deemed to be Released Parties for the purposes of this Article 10.4 or otherwise in the Plan.

Please be advised that Article 10.5 of the Plan provides the following:

**Release by the Holders of Claims and Interests.** On the Effective Date, (a) each Person who votes to accept the Plan in its capacity as the holder of any Claim or Interest and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor), which has held, holds, or may hold a Claim against or Interest in the Debtors or QWI in its capacity as the holder of any Claim or Interest, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and Cash, New Common Stock, New Preferred Stock, New Warrants, New Unsecured Notes and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan or the Canadian Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on, or relating to, in whole or in part, any or all of the Debtors and QWI, the subject matter of, or the transaction or event giving rise to, the claim of such Release Obligor, the business or contractual arrangements between or among any Debtor and QWI and Release Obligor or any Released Party, the restructuring of the claim prior to or in the Chapter 11 Cases or the Canadian Proceedings, or any act, omission, occurrence, or event in any

manner related to such subject matter, transaction, obligation, restructuring or the Chapter 11 Cases or the Canadian Proceedings, including, but not limited to, any claim relating to, or arising out of the Debtors' Chapter 11 Cases or the Canadian Proceedings, the negotiation and filing of the Plan or the Canadian Plan, the filing of the Chapter 11 Cases or the Canadian Proceedings, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, or consummation of the Plan or the Canadian Plan, the Disclosure Statement, the Information Circular (as defined in the Canadian Plan), the Plan Exhibits, any employee benefit plan, instrument, release, or other agreement or document created, modified, amended or entered into in connection with the Plan or the Canadian Plan; provided, however, that this Article 10.5 is subject to and limited by Article 10.10 of the Plan. For greater certainty, the foregoing release shall include all Claims of each of the Persons and entities described in clauses (a) and (b) above relating in any way to the subject matter of the Syndicate Adversary Proceeding.

#### EXCULPATION AND LIMITATION OF LIABILITY

Please be advised that Article 10.8 of the Plan includes the following release provisions:

**Exculpation and Limitation of Liability.** Subject to Article 10.10 of the Plan, the Debtors, the Reorganized Debtors, OWI, Reorganized OWI, the Syndicate Released Parties, the current and former members of the Creditors' Committee in their capacities as such, the current and former members of the Ad Hoc Group of Noteholders in their capacities as such, the current and former members of the Syndicate Committee in their capacities as such, the DIP Lenders in their capacities as such, and any of such parties' respective current or former members, officers, directors, committee members, affiliates, employees, advisors, attorneys, representatives, accountants, financial advisors, consultants, investment bankers, or agents, and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, Cause of Action, or liability to any party, or any of its agents, employees, representatives, current or former members, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of the Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation or consummation of the Plan, the Disclosure Statement, the Plan Exhibits, any employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with the Plan, except for their willful misconduct or gross negligence and except with respect to obligations arising under confidentiality agreements, joint interest agreements, and protective orders, if any, entered during the Chapter 11 Cases, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Other than as provided for in this Article 10.8 and in Article 10.10,

no party or its agents, employees, representatives, current or former members, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this Article 10.8 for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation or consummation of the Plan, the Disclosure Statement, any employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with the Plan. ~~For the avoidance of doubt,~~ Notwithstanding anything to the contrary in the Plan, (i) the exculpatory provisions of this Article 10.8, which apply to postpetition conduct, are not intended, nor shall they be construed, to bar any governmental unit from pursuing any police or regulatory action and (ii) nothing in the Plan or the Confirmation Order shall be construed as discharging, releasing or relieving any Person, including the Debtors, Reorganized Debtors or any of the Released Parties, in any capacity, from any liability with respect to the U.S. Pension Plans or the PBGC. The PBGC and the U.S. Pension Plans shall not be enjoined or precluded from seeking to enforce such liability as a result of any provision of the Plan or the Confirmation Order. Moreover, nothing in the Plan shall be deemed to release any of the Debtors, Reorganized Debtors, OWI or Reorganized OWI from their obligations under the Plan or the Canadian Plan or the transactions contemplated hereby. Notwithstanding anything to the contrary herein, the exculpatory provisions of this Article 10.8 shall not operate to release any holders of SocGen Claims in their capacities as such.

#### INJUNCTION

Please be advised that Article 10.11. of the Plan provides the following:

**Injunction.** Subject to Article 10.10 of the Plan, the satisfaction, release, and discharge pursuant to this Article X shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under the Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

Dated: May \_\_, 2009  
New York, New York

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1000  
Facsimile: (212) 715-1399

*Counsel for the Debtors  
and Debtors In Possession*

**EXHIBIT 6**

**(Notice of Assumption of Contracts and Leases)**



ARNOLD & PORTER LLP  
399 Park Avenue  
New York, NY 10022-4690  
Telephone: (212) 715-1000  
Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

_____ )	
In re: )	Chapter 11
_____ )	
QUEBECOR WORLD (USA) INC., <i>et al.</i> , )	Case No. 08-10152 (JMP)
_____ )	(Jointly Administered)
Debtors. )	
_____ )	Hon. James M. Peck

**NOTICE OF DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES AND THE FIXING OF CURE AMOUNTS  
ASSOCIATED THEREWITH**

1. PLEASE TAKE NOTICE that on April 19, 2009, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), filed the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (as the same may be amended or supplemented and including all exhibits and supplements thereto, the "Plan") dated April 19, 2009 and their disclosure statement with respect to the Plan (as subsequently amended, supplemented, or otherwise modified, the "Disclosure Statement") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Bankruptcy Court entered an order on [May \_\_], 2009 (the "Disclosure Statement Order") (Docket No. \_\_\_\_ ) approving, among other things, the adequacy of the Disclosure Statement and certain procedures in connection with the assumption and/or assignment of certain executory contracts and unexpired leases (the "Assumed Contracts and Leases," each an "Assumed Contract" or "Assumed Lease") and determination of cure amounts in connection with such assumption.

2. In accordance with the Disclosure Statement Order, the Debtors hereby provide notice of their intent to assume or assume and assign the executory contract(s) or unexpired lease(s) listed on Exhibit A attached hereto (the "Schedule of Assumed Contracts and Leases") as provided in the Plan and the Disclosure Statement and, to the extent applicable, cure any defaults under such Assumed Contracts and Leases.

3. The "Cure Amount" ~~shown on the Schedule of Assumed Contracts and Leases~~ is the amount, if any, based upon the Debtors' books and records, which the Debtors believe is owed to cure defaults (if any) under the applicable Assumed Contract or Assumed Lease. The Debtors believe that any and all defaults (other than the filing of this chapter 11 case) and actual pecuniary losses with respect to a particular Assumed Contract or Assumed Lease will be satisfied by the payment of the Cure Amounts.

4. If the contract counterparty is no longer the current holder of the claim underlying the Cure Amount, the Cure Amount will be paid directly to the counterparty to the applicable Assumed Contract or Assumed Lease and not to the current holder of a claim underlying the Cure Amount, if any. This procedure is necessary to ensure that the counterparty has received the cure necessary for the Debtors to assume the Assumed Contract or Assumed Lease under section 365 of the Bankruptcy Code, even if the contract counterparty is no longer the current holder of the claim underlying the Cure Amount.

5. If you dispute or object to: (a) the amount of any Cure Amount; (b) the ability of the applicable Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Assumed Contract or Assumed Lease; or (c) any other matter pertaining to the assumption of an Assumed Contract or an Assumed Lease, the counterparty to such Assumed Contract or Assumed Lease must file an objection (an "Objection") as set forth herein.

6. Such Objection must be filed with the Bankruptcy Court and served upon each of the following parties: (i) counsel to the Debtors and Debtors-in-Possession, Michael J. Canning, Esq., Arnold & Porter LLP, 399 Park Ave, New York, NY 10022; (ii) counsel to the Creditors' Committee, Ira S. Dizengoff, Esq., David H. Botter, Esq., Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036; (iii) counsel to the Ad Hoc Group of Noteholders, Andrew N. Rosenberg, Esq., Elizabeth R. McCole, Esq., Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019; (iv) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders, Richard A. Levy, Esq., Peter P. Knight, Esq., Latham & Watkins LLP, 233 South Wacker Drive, Chicago, IL 60606; and (v) counsel to the Monitor, Ken Coleman, Esq., Allen & Overy LLP, 1221 Avenue of the Americas, New York NY 10020.

7. In the event that a counterparty objects to the assumption of an Assumed Contract or Assumed Lease based solely on the Cure Amount, the Debtors will reserve an amount equal to the Cure Amount shown on the Schedule of Assumed Contracts and Leases, or such other amount as is directed by the Court, pending further order of the Bankruptcy Court determining the appropriate Cure Amount, or agreement between the Debtors and the objecting party regarding the Cure Amount. So long as the applicable Cure Amount is held in reserve pending determination of the proper Cure Amount, the Debtors will be permitted, without further delay, to assume and assign the Assumed Contract or Assumed Lease that is the subject of such Assumption Objection.

8. The deadline for filing Objections is the later of [\_\_\_\_\_, 2009], which is the Confirmation Objection Deadline, or ten (10) days after filing and notice of any amendment to the Schedule of Assumed Contracts and Leases.

9. Any counterparty to an Assumed Contract or Assumed Lease that fails to object timely to the Cure Amount and/or the proposed assumption and/or assignment of any Assumed Contract or Assumed Lease will be deemed to have consented to the Cure Amount and to the assumption and/or assignment of the Assumed Contract or Assumed Lease. The Debtors reserve the right to reject and nullify the assumption of any executory contract or unexpired lease no later than ~~thirty~~thirty-five (305) days after a Final Order determining the Cure Amount or resolving any request for adequate assurance of future performance required to assume such Assumed Contract or Assumed Lease.

10. In the event that you object to the assumption of an Assumed Contract or Assumed Lease and the assumption and/or assignment of such Assumed Contract or Assumed Lease is ultimately approved by the Bankruptcy Court, payment of any Cure Amount required by section 365(b)(1) of the

Bankruptcy Code will be made within 30 days following the entry of a Final Order resolving such dispute and approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors and the counterparty to the Assumed Contract or Assumed Lease.

11. If no Cure Amounts are due under an Assumed Contract or Assumed Lease, and the counterparty to such Assumed Contract or Assumed Lease does not otherwise object to the Debtors' assumption and assignment of the Assumed Contract or Assumed Lease, no further action need be taken on the part of the counterparty to such Assumed Contract or Assumed Lease.

12. The Debtors' decision to assume and assign any Assumed Contract or Assumed Lease is subject to Bankruptcy Court approval. The inclusion of any document on the Schedule of Assumed Contracts and Leases shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, all rights with respect thereto being expressly reserved.

Dated: May [], 2009

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*Counsel for the Debtors  
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**EXHIBIT 7**

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Michael J. Canning  
Joel M. Gross

*Counsel to the Debtors and Debtors-In-Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

_____ )	
In re: )	Chapter 11
_____ )	
QUEBECOR WORLD (USA) INC., <i>et al.</i> , )	Case No. 08-10152 (JMP)
_____ )	(Jointly Administered)
Debtors. )	
_____ )	Hon. James M. Peck

**NOTICE OF DEBTORS' INTENT TO REJECT CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

1. **PLEASE TAKE NOTICE** that on April 19, 2009, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), filed the Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession (as the same may be amended or supplemented and including all exhibits and supplements thereto, the "Plan") dated April 19, 2009 and their disclosure statement with respect to the Plan (as subsequently amended, supplemented, or otherwise modified, the "Disclosure Statement") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Bankruptcy Court entered an order on [May \_\_], 2009 (the "Disclosure Statement Order") (Docket No. \_\_\_\_ ) approving the adequacy of the Disclosure Statement and certain procedures in connection with the rejection of certain executory contracts and unexpired leases (each a "Rejected Contract or Lease").

2. In accordance with the Disclosure Statement Order, the Debtors hereby provide notice of their intent to reject the executory contract(s) or unexpired lease(s) listed on Exhibit A attached hereto (the "Schedule of Rejected Contracts and Leases") as provided in the Plan and the Disclosure Statement.

3. Any Claim for damages arising from the rejection of a Rejected Contract or Rejected Lease must be filed within 30 days after the date of an order authorizing the Debtors to reject the contract, or all rights to rejection damages under such Rejected Contract or Rejected Lease, and all other rights, if any, that may arise out of such Rejected Contract or Rejected Lease, will be forfeited.

4. If you have an objection to the Debtor's rejection of a contract or lease (an "Objection"), you must file such Objection with the Bankruptcy Court and serve your Objection upon each of the following parties: (i) counsel to the Debtors and Debtors-in-Possession, Michael J. Canning, Esq., Arnold & Porter LLP, 399 Park Ave, New York, NY 10022; (ii) counsel to the Creditors' Committee, Ira S. Dizengoff, Esq., David H. Botter, Esq., Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036; (iii) counsel to the Ad Hoc Group of Noteholders, Andrew N. Rosenberg, Esq., Elizabeth R. McColm, Esq., Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the

Americas, New York, NY 10019; (iv) counsel to the Prepetition Agent, as administrative agent for the Prepetition Bank Lenders, Richard A. Levy, Esq., Peter P. Knight, Esq., Latham & Watkins LLP, 233 South Wacker Drive, Chicago, IL 60606; and (v) counsel to the Monitor, Ken Coleman, Esq., Allen & Overy LLP, 1221 Avenue of the Americas, New York NY 10020.

5. The deadline for filing Objections is the later of [\_\_\_\_\_, 2009], which is the Confirmation Objection Deadline, or ten (10) days after filing and notice of the amendment to the Schedule of Rejected Contracts and Leases adding the applicable Rejected Contract or Rejected Lease to the Schedule of Rejected Contracts and Leases.

6. In the event that a counterparty objects to the rejection of a Rejected Contract or Rejected Lease and the rejection of such Rejected Contract or Rejected Lease is ultimately approved by the Bankruptcy Court, the objecting counterparty must file a Claim for damages arising from such rejection within 30 days following the entry of a Final Order resolving such dispute and approving such rejection. If the counterparty to such Rejected Contract or Rejected Lease fails to file a claim for rejection damages within 30 days following the entry of a Final Order resolving such dispute and approving such rejection, such counterparty forfeits all rights to rejection damages under such Rejected Contract or Rejected Lease, and all other rights, if any, that may arise out of such Rejected Contract or Rejected Lease.

7. Any counterparty to a Rejected Contract or Rejected Lease that fails to object timely to the proposed rejection of such executory contract or unexpired lease will be deemed to have consented to such rejection of the Rejected Contract or Lease.

8. The inclusion of any document on the Schedule of Rejected Contracts and Leases shall not constitute or be deemed to be a determination or admission by the Debtors, that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, all rights with respect thereto being expressly reserved.

Dated: May [], 2009

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