

May 18, 2020

Re: Amounts due to Allowed Class 5 and Class 6 Claims pursuant to the *Debtors' Second Amended Joint Plan of Reorganization*

Dear Allowed Class 5 or Class 6 Claimant:

As you are aware, in recent months School Specialty, Inc. ("SSI", or the "Company") has been diligently pursuing strategic alternatives. In culmination of these efforts, SSI anticipates implementing a restructuring through a consensual going concern sale of substantially all of the assets (and assumption of substantially all ordinary course liabilities) of SSI and its subsidiaries to certain of SSI's lenders (the "Sale Transaction"). SSI anticipates that the Sale Transaction can be consummated outside of a court proceeding and is currently pursuing that objective. However, the Sale Transaction, whether in or outside a court proceeding, will require reaching a settlement and having the support of the Class 5 and Class 6 Claimants (collectively, the "Claimants") as set forth in the attached settlement agreement. Furthermore, the Company believes that any non-consensual transaction would result in no recovery for the Claimants.

In connection with the contemplated Sale Transaction, the Company is seeking to facilitate a settlement of your claim, governed by the terms set forth in the attached settlement agreement. Subject to the satisfaction of certain conditions, if you accept the agreement, the purchaser will make you a cash payment equal to 10% of the outstanding amount of your claim in full and final satisfaction of your claim. You will be paid as soon as reasonably practical after consummation of the Sale Transaction. The conditions to the purchaser making the cash payment to you include consummation of the Sale Transaction described above with the support of a sufficient percentage of Claimants.

We cannot guarantee that the Sale Transaction will be consummated. If the Sale Transaction is not consummated, or sufficient conditions are not met that would otherwise entitle you to the payment referenced above, then the settlement agreement shall be null and void in its entirety and the status of your claim will be unchanged from where it stood prior to entry into this agreement.

If the terms set forth in the attached agreement are acceptable, please reach out to Kevin Baehler, CFO, School Specialty, Inc. as soon as possible via email at claimants@schoolspecialty.com to indicate your interest, and please sign and return the attached agreement to Kevin Baehler, CFO, School Specialty, Inc. by 5:00 p.m. eastern time on June 5, 2020 via email at claimants@schoolspecialty.com.

If you have any questions, please direct them to claimants@schoolspecialty.com.
Sincerely,

Kevin L. Baehler



EVP – Chief Financial Officer