

ORIGINAL

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Re: Docket No. 864

**ORDER: (A) CONDITIONALLY APPROVING DISCLOSURE STATEMENT;  
(B) FIXING VOTING RECORD DATE; (C) APPROVING SOLICITATION  
MATERIALS AND PROCEDURES FOR DISTRIBUTION THEREOF; (D)  
APPROVING FORMS OF BALLOTS AND ESTABLISHING PROCEDURES  
FOR VOTING ON PLAN TABULATING VOTES; (E) SCHEDULING  
HEARING AND APPROVING NOTICE AND PROCEDURES FOR FILING  
OBJECTIONS TO (I) CONFIRMATION OF THE PLAN, AND (II)  
PROPOSED CURE AMOUNTS RELATED TO CONTRACTS AND LEASES  
ASSUMED UNDER THE PLAN; AND (F) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")<sup>2</sup> of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") for entry of an order, pursuant to sections 105, 502, 1125, 1126 and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3001, 3003, 3017, 3018, 3020 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"): (a) approving the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of*

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Plan, as applicable.



*the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the “Disclosure Statement”)<sup>3</sup>; (b) fixing a voting record date for purposes of determining which holders of Claims against the Debtors are entitled to vote on the *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the “Plan”)<sup>4</sup>; (c) approving solicitation materials and procedures for distribution of the Disclosure Statement and the Plan; (d) approving forms of Ballots and establishing procedures for voting on the Plan and tabulating votes with respect thereto; (e) scheduling a hearing and approving notice and procedures with respect to objecting to confirmation of the Plan and the proposed Cure Amounts with respect to the Assumed Contracts and Leases; and (f) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having filed with the Court the Disclosure Statement and the Plan; and the Court having reviewed the Disclosure Statement, the Motion, and the responses thereto, if any; and the Court having held a hearing on the Motion on April 22, 2013 (the “April 22 Hearing”); and the Court having held a subsequent hearing on the Motion on April 24, 2013 (the “April 24 Hearing,” and together with the April 22 Hearing, the “Disclosure Statement Hearings”); and the Court having found and determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearings establish just

<sup>3</sup> On April 23, 2013, the Debtors filed the *Disclosure Statement for Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864], which amends and supersedes the original version of the Disclosure Statement filed on March 19, 2013 and appearing at Docket No. 600].

<sup>4</sup> On April 23, 2013, the Debtors filed the *Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862], which amends and supersedes the original version of the Plan filed on March 19, 2013 and appearing at Docket No. 599].

cause for the relief granted herein; and sufficient notice of the Motion and the Disclosure Statement Hearings having been given; and no other or further notice being necessary or required; and it appearing to the Court, based upon the full record of these cases, that the Motion should be granted; and after due deliberation, and sufficient cause appearing therefor,

**IT IS HEREBY FOUND THAT:**

A. The Debtors have the full organizational authority to propose and prosecute the Plan and Disclosure Statement.

B. Notice of the Motion and the Disclosure Statement Hearing Notice were served as proposed in the Motion, and such notice constitutes good and sufficient notice to all interested parties under the circumstances, and no other or further notice need be provided, except as set forth herein.

C. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan.

D. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion and in this Order below) provide for a fair and equitable voting process, and are consistent with section 1126 of the Bankruptcy Code.

E. The notice substantially in the form annexed hereto as Exhibit 1 (the "Confirmation Hearing Notice"), the notice substantially in the form annexed hereto as Exhibit 3 (the "Non-Voting Creditor Notice"), the notice substantially in the form annexed hereto as Exhibit 4 (the "Publication Notice"), the notice substantially in the form annexed hereto as Exhibit 5 (the "Cure Notice"), and the procedures set forth below for providing such notices to creditors and equity security holders of the time, date, and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing"), and the contents of the Confirmation

Hearing Notice and the Non-Voting Creditor Notice, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties, and to the extent any such notice periods have been shortened by the deadlines approved pursuant to this Order, the Debtors have established sufficient cause therefore as required by Bankruptcy Rule 9006(c).

F. The forms of Ballots annexed hereto as Exhibits 2-A, 2-B, 2-C, 2-D and 2-E are sufficiently consistent with Official Form No. 14, adequately address the particular needs of these Chapter 11 Cases, and are appropriate for each Class of Claims that is entitled to vote to accept or reject the Plan.

NOW THEREFOR, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein. Any and all objections to the Motion and/or approval of the Disclosure Statement on a final basis, that are filed on or before 4:00 p.m. (prevailing Eastern Time) on May 16, 2013, are hereby preserved until the Confirmation Hearing.

2. The Disclosure Statement is approved, on a conditional basis, subject to final approval at the Confirmation Hearing, as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

3. April 24, 2013 is established as the record date (the "Record Date") for purposes of this Order and determining which creditors are entitled to vote on the Plan.

4. The Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 1, is approved.

5. The Confirmation Hearing shall be held at 1:30 p.m. (prevailing Eastern Time) on May 20, 2013; provided, however, that the Confirmation Hearing may be adjourned

from time to time by the Court or the Debtors without further notice at any time prior to the commencement of the Confirmation Hearing.

6. Objections to approval of the Disclosure Statement on a final basis or confirmation of the Plan, if any, shall (a) be in writing; (b) state the name and address of the objecting party; (c) state the amount and nature of the Claim or Equity Interest of such party; (d) state with particularity the basis and nature of any objection to the Plan or approval of the Disclosure Statement on a final basis; and (e) be filed, together with proof of service, with the Court and served so that they are received by the parties identified in the Confirmation Hearing Notice or the Non-Voting Creditor Notice no later than 4:00 p.m. (prevailing Eastern Time), on May 16, 2013 (the “Confirmation Objection Deadline”). Objections to confirmation of the Plan or approval of the Disclosure Statement on a final basis not timely filed and served in the manner set forth above may not be considered by the Court and may be overruled. The Debtors and any parties supporting confirmation of the Plan and approval of the Disclosure Statement on a final basis may file replies to objections, if any, to confirmation of the Plan or approval of the Disclosure Statement on a final basis at any time prior to the commencement of the Confirmation Hearing.

7. The following Cure Procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

- (a) the Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the “Cure Notice”), in a form substantially similar to the form annexed hereto as Exhibit 5, to be served on the non-debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan (the “Assumed Contracts and Leases”) by April 29, 2013. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the Assumed Contracts and Leases;

- (b) the non-debtor parties to the Assumed Contracts and Leases shall have until May 16, 2013 (the "Cure Objection Deadline"), which deadline may be extended in the sole discretion of the Debtors, to object (each, a "Cure Objection") to the (i) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (ii) proposed assumption of the Assumed Contracts and Leases under the Plan; provided, however, that if the Debtors amend the Cure Notice or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the cure amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least seven calendar days after service of such amendment to object thereto or to propose an alternative cure amount(s);
- (c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Court. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the assumption of the Assumed Contract or Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Assumed Contract or Lease shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

8. Counterparties to the Assumed Contracts or Leases shall assert objections, if any, to the Debtors' ability to provide adequate assurance of future performance under such Assumed Contract or Lease (an "Adequate Assurance Objection"), on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), and such Adequate Assurance Objections, if any, shall (a)

be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Court; and (d) be served upon the notice parties set forth in the Cure Notice.

9. The inclusion of a Contract or Lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) approving the assumption of any such Assumed Contract or Lease, and inclusion in the Cure Notice is not a final determination that any Contract or Lease shall, in fact, be assumed.

10. In addition to the parties receiving the Solicitation Packages and the Non-Voting Creditor Notices, the Debtors shall cause to be served, on a rolling basis, on or before the Solicitation Completion Date (April 29, 2013), the Confirmation Hearing Notice on the Notice Parties.<sup>5</sup>

11. The Debtors shall publish the Publication Notice, the form of which as annexed hereto as Exhibit 4, is hereby approved, on or before May 7, 2013 in the national edition of one of the Wall Street Journal, the New York Times, or USA Today. Additionally, the Debtors shall post the Confirmation Hearing Notice electronically on their case-dedicated website at <http://www.kccllc.net/SchoolSpecialty>.

12. With respect to holders of Claims in Classes 5, 6 and 8 entitled to vote on the Plan, on a rolling basis, the Debtors shall mail or cause to be mailed to such holders of Claims on or before April 29, 2013 (the "Solicitation Completion Date"), a solicitation package

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<sup>5</sup> The Notice Parties include all known creditors of the Debtors, including, without limitation, (a) the U.S. Trustee; (b) counsel to the agents for the Debtors' prepetition secured lenders; (c) the Securities and Exchange Commission; (d) the United States Attorney's Office for the District of Delaware; (e) the Department of Justice; (f) the Internal Revenue Service (including the Delaware and Washington, D.C. offices); (g) the relevant federal, state and local taxing authorities at their statutory addresses; (h) the relevant state and local environmental agencies; (i) counterparties to the Assumed Contracts and Leases; and (j) parties who have filed a request for service in these cases in accordance with Bankruptcy Rule 2002 as of the day prior to service.

(the "Solicitation Package"), containing: (i) the Confirmation Hearing Notice, which shall set forth (a) this Court's approval of the Disclosure Statement on a conditional basis, (b) the Voting Deadline with respect to the Plan, (c) the date and time of the Confirmation Hearing, and (d) the deadline and procedures for filing objections to confirmation of the Plan and objections to approval of the Disclosure Statement on a final basis; (ii) a CD containing a copy of this Order (without exhibits) and a copy of the Disclosure Statement (together with the Plan and other exhibits annexed thereto); and (iii) the appropriate Ballot to accept or reject the Plan and a postage prepaid, self-addressed, return envelope.

13. With respect to holders of Claims in Class 7, the Claims Agent shall serve the contents of the Solicitation Packages on the appropriate Nominees via overnight mail. The Nominees shall then distribute Solicitation Packages to Individual Claimants via overnight mail and will supply return overnight mail envelopes for the return of the Individual Ballots to the Nominees. The Claims Agent shall also serve the contents of the Solicitation Packages on the Nominees with respect to holders of Claims in Class 7 via electronic mail within two business days of entry of this Order.

14. The Solicitation Packages and the proposed manner of service thereof satisfy the requirements of Bankruptcy Rule 3017(d) under the circumstances.

15. Pursuant to Bankruptcy Rule 3017(d), the Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. The Debtors shall mail, or cause to be mailed, a Non-Voting Creditor Notice to each Non-Voting Party on or before the Solicitation Completion Date.



16. The Debtors shall cause to be served on or before the Solicitation Completion Date, the Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as described in paragraphs 12 and 13 above, as applicable, to:

- (a) all persons or entities identified on the Debtors' schedules of assets of liabilities filed pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 (as amended or modified prior to the Record Date, the "Schedules"), excluding scheduled Claims that have been (i) superseded by a filed proof of claim prior to the Record Date, (ii) disallowed or expunged, or (iii) paid in full, shall receive the following:
  - (i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or
  - (ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;
- (b) all Nominees (as defined below) of Claims in Class 7 (Noteholder Unsecured Claims), for subsequent distribution to beneficial owners of such Claims;
- (c) all parties who filed proofs of claim, as reflected on the official claims register maintained by the Claims Agent on the Record Date, and whose Claims have not been disallowed or expunged prior to the Solicitation Date, shall receive the following:
  - (i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or
  - (ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;
- (d) the assignee of a transferred and assigned Claim (whether a filed Claim or a Claim included on the Schedules) if the transfer and assignment has been noted on the Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) on the Record Date, shall receive the following:
  - (i) if they are entitled to vote to accept or reject the Plan, a Solicitation Package and a Confirmation Hearing Notice, or
  - (ii) if they are not entitled to vote to accept or reject the Plan, a Non-Voting Creditor Notice;

- (e) The Notice Parties, as well as all creditors and applicable federal and state regulatory authorities, shall receive the Confirmation Hearing Notice, and if any such parties described in this subsection (e) are entitled to vote, such parties shall also receive a Solicitation Package.

17. The Debtors will mail, or cause to be mailed, the Confirmation Hearing Notice to all of the known counterparties to each of the Contracts and Leases.

18. With respect to addresses from which one or more prior notices served in these cases were returned as undeliverable and with respect to which the Debtors have not timely received corrected address information, the Debtors are excused from distributing Solicitation Packages, Confirmation Hearing Notices, and Non-Voting Creditor Notices, as applicable, to those entities listed at such addresses if the Debtors are unable to obtain accurate addresses for such entities before the Solicitation Date.

19. The Debtors are excused from re-distributing Solicitation Packages, the Confirmation Hearing Notice, and Non-Voting Creditor Notices that are returned as undeliverable.

20. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, the Confirmation Hearing Notice, the Non-Voting Creditor Notice, the Publication Notice, the Cure Notice, and related documents without further order of the Court, including, without limitation, ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Packages prior to mailing.

21. May 16, 2013 at 4:00 p.m. (prevailing Eastern Time) is established as the voting deadline (the "Voting Deadline") for purposes of this Order and solicitation of votes with respect to the Plan.

22. The Ballots, substantially in the form attached hereto as Exhibits 2-A, 2-B, 2-C, 2-D and 2-E are approved.

23. All Ballots of holders of Claims in Classes 5, 6, 7 and 8 must be properly executed, completed, and the original thereof shall be delivered to the Claims Agent so as to be actually received no later than the Voting Deadline. Holders of Claims in Class 5, 6 and 8 entitled to vote on the Plan may also submit their completed Ballots via electronic mail to the Claims Agent at SSIBallots@kccllc.com.

24. As promptly as possible following its receipt of the Solicitation Packages from the Debtors or the Claims Agent, the Nominees shall distribute such Solicitation Packages to the Individual Claimants in Class 7 via overnight mail with instructions to the Individual Claimants to complete their Ballots and return such Ballots to their Nominee on or before the Voting Deadline. Holders of Claims in Class 7 (Noteholder Unsecured Claims) must transmit their Ballots directly to the Nominees prior to the Voting Deadline. The Nominees shall take all reasonable and necessary measures to facilitate collection of Ballots from the Individual Claimants on or before the Voting Deadline. Upon return of the Ballots to the Nominees, the Nominees shall tabulate the Ballots on the Master Ballots.

25. The Nominees shall submit properly executed and completed Master Ballots so as to be received before the Voting Deadline by the Claims Agent. The Nominees must retain each original Ballot that they receive for one year following submission of the Master Ballots.

26. The following additional procedures shall be followed with respect to the holders of Claims in Class 7 (Noteholder Unsecured Claims), the Master Ballots submitted by the Nominees, and the tabulation of votes cast:

- (a) Only claimants in Class 7 (Noteholder Unsecured Claims) as reflected in the records (the "Record Amount") maintained by DTC as of the close of business on the Record Date shall be entitled to vote.
- (b) Votes submitted by the Nominees, pursuant to Master Ballots, shall not be counted in excess of the Record Amount held by the Nominees.
- (c) The Nominees shall summarize on the Master Ballots all Ballots cast by the holders of Claims in Class 7 and return the Master Ballots to the Claims Agent on or before the Voting Deadline.
- (d) To the extent that conflicting votes or "overvotes" are submitted by the Nominees on Master Ballots, the Claims Agent, in good faith, shall attempt to reconcile discrepancies with the Nominees.
- (e) To the extent that overvotes submitted by the Nominees on the Master Ballots are not reconcilable prior to the preparation of the vote certification, the Claims Agent shall 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 that contains the overvote, but only to the extent of the position maintained by such Nominees as of the Record Date.
- (f) Each holder of a claim in Class 7 shall be deemed to have voted the full amount of its claim.

27. For purposes of voting on the Plan, the amount of a claim held by a creditor shall be determined pursuant to the following guidelines:

- (a) The claim listed in a Debtor's schedules of liabilities, provided that (i) such claim is not scheduled as contingent, unliquidated or disputed, and (ii) no proof of claim has been filed.
- (b) The noncontingent and liquidated amount specified in a proof of claim filed with the Court or the Claims Agent to the extent the proof of claim is not the subject of an objection, or an objection by the Debtors to a claim amount solely for voting purposes, filed no later than 4:00 p.m. (prevailing Eastern Time) on April 29, 2013 (or, if such claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).
- (c) The amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), provided that a motion is brought, notice is provided and a hearing is held at or prior to the Confirmation Hearing, in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

- (d) Claims filed for zero dollars (\$0.00) shall be disallowed for voting purposes.
- (e) Claims that are filed in wholly contingent, unliquidated or unknown amounts that are not the subject of an objection filed by the Solicitation Date, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount of \$1.00 each.

28. Creditors seeking to have a claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of hearing on a motion (the "Claims Estimation Motion") for such relief no later than 4:00 p.m. (prevailing Eastern Time) on May 16, 2013. The Court will schedule a hearing on such motion to be heard at the Confirmation Hearing.

29. The following procedures and general assumptions shall be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class shall be aggregated as if such creditor held one claim against the Debtors in such class, and the votes related to such claims shall be treated as a single vote to accept or reject the Plan.
- (b) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, an individual Ballot with respect to multiple claims within a single class that partially rejects and partially accepts the Plan shall not be counted.
- (c) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, shall not be counted.
- (d) Only Ballots that are timely received with original signatures shall be counted. Unsigned Ballots or Ballots with non-original signatures shall not be counted.
- (e) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, shall not be counted.

- (f) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, shall not be counted.
- (g) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior Ballots.
- (h) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.
- (i) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Claims Agent and the Debtors, which determination shall be final and binding.
- (j) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.
- (k) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.
- (l) Except with respect to Ballots submitted by Claimants in Classes 5, 6 and 8, which may be transmitted by electronic mail, any Ballot transmitted to the Claims Agent by facsimile or other electronic means shall not be counted.
- (m) Notwithstanding anything contained herein to the contrary, the Claims Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.
- (n) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.
- (o) The Debtors, in their discretion, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the

close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

- (p) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

30. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors or the Creditors' Committee (including each of their respective directors, officers, employees, shareholders, members, partners, agents, or representatives (including attorneys, accountants, financial advisors, and investment bankers), each solely in their capacity as such) shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

31. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, no party that submits a letter recommending that creditors vote to accept or reject the Plan (a "Plan Recommendation Letter"), shall have any liability on account of having submitted such Plan Recommendation Letter or on account of the inclusion of such Plan Recommendation Letter in the Solicitation Packages for violation of any applicable law, rule or regulation governing solicitation of acceptance or rejection of a plan.

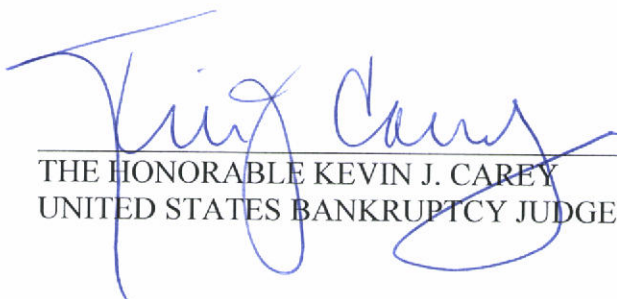
32. Notwithstanding anything to the contrary herein, the Cure Objection Deadline for San Diego State University Foundation with respect to that certain Exclusive Copyright License Agreement, dated as of September 30, 2002, between San Diego State

University Foundation and Sportime, LLC, shall be extended to May 31, 2013, or such later date as the parties may agree.

33. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

34. This Court shall retain jurisdiction with respect to all matters related to this Order.

Dated: April 24, 2013  
Wilmington, Delaware

  
THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE



**Exhibit 1**

**Confirmation Hearing Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a Final Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

NOTICE OF (I) APPROVAL OF DISCLOSURE  
STATEMENT, (II) DEADLINE FOR VOTING ON PLAN,  
(III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April 24, 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved, on a conditional basis, the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 20, 2013 at 1:30 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") and approval of the Disclosure Statement on a final basis. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

### **ENTITLEMENT TO VOTE ON PLAN**

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims<sup>2</sup> that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April 24, 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 20, 2013.

### **DEADLINE FOR VOTING ON THE PLAN**

6. By the Disclosure Statement Order, the Court established May 16, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245. If you are a holder of a claim in Classes 5, 6 or 8, you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at [SSIIBallots@kccllc.com](mailto:SSIIBallots@kccllc.com). If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 7 Claimant"), you must mail your original, signed Ballot to the Nominee that provided the Ballot to you on or before the Voting Deadline. Except with respect to Ballots submitted by Claimants in Classes 5, 6 and 8, which may be transmitted by electronic mail, any Ballots transmitted by facsimile or other electronic means shall not be counted.

### **INJUNCTIONS, RELEASES, AND EXCULPATION**

7. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

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<sup>2</sup> All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

**a. Releases by the Debtors**

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "Released Parties" and each a "Released Party") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the Plan and do not mark their Ballots to indicate their refusal to grant the Releases of the Released Parties provided for in the Plan. Notwithstanding the foregoing, no Claims of the Estates asserted by the Creditors Committee against the Prepetition Term Loan Lenders, including, without limitation, such Claims in respect of the Prepetition Escrowed Amounts, shall be released by this provision.

**b. Releases by non-Debtors**

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the Plan under section 1126(f) of the Bankruptcy Code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or any Released Party any claim, obligation, right, cause of action or liability that any

holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

**c. Exculpation**

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

For the avoidance of doubt, notwithstanding anything to the contrary herein, no release or injunction provided for in this Plan in Articles IX.I, IX.J or IX.K shall prohibit or otherwise impair the right of Berkley Regional Insurance Company with respect to any letters of credit provided in connection with bonds issued by Berkley related to the Debtors.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN AND/OR APPROVAL OF THE DISCLOSURE STATEMENT ON A FINAL BASIS**

Any objection, comment, or response to confirmation of the Plan or approval of the Disclosure Statement on a final basis (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 16, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan or approval of the Disclosure Statement on a final basis, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com), 1285 Avenue of the Americas, New

York, NY 10019 and (b) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jeanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **DISCLOSURE STATEMENT AND CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

**COPIES OF PLAN, DISCLOSURE STATEMENT,  
DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT**

Copies of the Plan, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases <http://www.kccllc.net/SchoolSpecialty>. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 9, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

**If you have any questions related to this notice, please call (877) 709-4758**

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

Pauline K. Morgan (No. 3650)  
Maris J. Kandestin (No. 5294)  
Morgan L. Seward (No. 5388)  
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Jeffrey D. Saferstein  
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1285 Avenue of the Americas  
New York, New York 10019  
Telephone: (212) 373-3000  
Facsimile: (212) 757-3990

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

**Exhibit 2-A**

**Ballot for Class 5 (General Unsecured Claims)**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a

Final Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**BALLOT FOR CLASS 5 GENERAL UNSECURED CLAIMS FOR  
ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY  
RECEIVED BY THE CLAIMS AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME)  
ON MAY 16, 2013 (THE "VOTING DEADLINE").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR  
TO THE VOTING DEADLINE, THE VOTE REPRESENTED  
BY YOUR BALLOT WILL NOT BE COUNTED.**

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved on a conditional basis by an order (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent"), free of charge, by regular mail, overnight courier or hand delivery, at School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245, or by phone during normal business hours at (877) 709-4758 for calls originating from the United States or Canada, or (424) 236-7236 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, <http://www.kccllc.net/SchoolSpecialty>. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.



States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it 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 which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots may be mailed to, or delivered by hand delivery or overnight courier during normal business hours to: **School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245**. In addition, you may submit your Ballot via electronic mail to the Claims Agent at [SSIBallots@kccllc.com](mailto:SSIBallots@kccllc.com).

2. In the box provided in Item 2 of the Ballot below, please indicate if you elect to reduce the amount of your Claim to \$3,000 and to have such Claim treated as a Class 8 Convenience Class Claim under the Plan.

3. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. **IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

4. **Ballots must be received by the Claims Agent on or before May 16, 2013 at 4:00 p.m.** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Claims Agent is enclosed for your convenience. Any Ballot transmitted to the Claims Agent by facsimile shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted. The procedures and general assumptions to be used in tabulating the Ballots are detailed in Paragraph 29 of the Disclosure Statement Order.

5. If you are completing this Ballot on behalf of an entity, indicate your relationship with

such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Ballot. At the Debtors' discretion, you may be requested to provide proof of your authority to complete the Ballot on behalf of the claim holder.

**6. Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 5 General Unsecured Claim. If you hold a claim in any other Class entitled to vote under the Plan, you must complete and return a separate ballot for such Claim in accordance with the procedures approved by the Court.**

7. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan will not be counted.

8. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

9. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Claims Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

10. If you wish to have your Claim temporarily allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 20, 2013.

**11. The Debtors will file the Plan Supplement on or before May 9, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described on the first page of this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.**

12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

13. PLEASE RETURN YOUR BALLOT PROMPTLY. OTHER THAN SUBMISSION BY ELECTRONIC MAIL TO [SSIIBallots@kccllc.com](mailto:SSIIBallots@kccllc.com), THE CLAIMS AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.

14. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT,

OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 709-4758 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (424) 236-7236 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

15. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

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

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS  
HAVING BEEN CAST.

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

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Amount: \$ \_\_\_\_\_

**Item 2. Treatment and Treatment Election.** Unless you check the box below, the undersigned, a holder of a **Class 5 General Unsecured Claim** shall receive a payment 6 months after the maturity date of the Term Loan Exit Facility, which is anticipated to be in 2019, equal to 20% of the Allowed amount of such Claim, which payment shall accrue quarterly interest of 5% per annum, which shall be paid in kind.

<input type="checkbox"/>	<b>I hereby elect to reduce the amount of my Claim to \$3,000 and to have such Claim treated as a Class 8 Convenience Class Claim under the Plan. As a Class 8 Convenience Class Claim, I understand that I will receive 20% of the amount of my Allowed Claim (which Allowed Claim, as reduced by this election, shall not exceed \$3,000), in cash, as soon as practicable after the Effective Date, or, in the event that such Claim is disputed, when such Claim is Allowed, all as set forth in Article IV.H.1 of the Plan.</b>
--------------------------	--

**Item 3. Optional Release Election.** By checking this box, the undersigned holder of the Class 5 General Unsecured Claim identified herein that voted to ACCEPT the Plan elects NOT to grant the releases set forth in Article IX of the Plan:

☐ **DOES NOT GRANT THE RELEASE PROVISIONS  
SET FORTH IN ARTICLE IX OF THE PLAN**

**Item 4. 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 FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN,**

**INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

\_\_\_\_\_  
Email Address

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

- ☐ *Please check here if the above address is a Change of Address that you would like reflected in the Master Mailing List for these Chapter 11 Cases.*

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OVERNIGHT COURIER, OR ELECTRONIC MAIL, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 16, 2013.**

**Exhibit 2-B**

**Ballot for Class 6 (Trade Unsecured Claims)**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a

Final Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**BALLOT FOR CLASS 6 TRADE UNSECURED CLAIMS FOR  
ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY  
RECEIVED BY THE CLAIMS AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME)  
ON MAY 16, 2013 (THE "VOTING DEADLINE").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR  
TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY  
YOUR BALLOT WILL NOT BE COUNTED.**

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved on a conditional basis by an order (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent"), free of charge, by regular mail, overnight courier or hand delivery, at School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245, or by phone during normal business hours at (877) 709-4758 for calls originating from the United States or Canada, or (424) 236-7236 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, <http://www.kccllc.net/SchoolSpecialty>. Copies of the Disclosure Statement and the Plan are also

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it 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 which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots may be mailed to, or delivered by hand delivery or overnight courier during normal business hours to: **School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245**. In addition, you may submit your Ballot via electronic mail to the Claims Agent at [SSIBallots@kccllc.com](mailto:SSIBallots@kccllc.com).

2. In the box provided in Item 2 of the Ballot below, please indicate if you elect to reduce the amount of your Claim to \$3,000 and to have such Claim treated as a Class 8 Convenience Class Claim under the Plan.

3. On or before the Voting Deadline, the Debtors will send to each holder of a Class 6 Trade Unsecured Claim, a separate notice, instructions and any forms required to be completed by holders of Allowed Class 6 Trade Unsecured Claims in order to make the Trade Election and thereby receive the increased distribution described in the Plan and Disclosure Statement.

4. Check the box in Item 3 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

5. **Ballots must be received by the Claims Agent on or before May 16, 2013 at 4:00 p.m.** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Claims Agent is enclosed for your convenience. Any Ballot transmitted to the Claims Agent by facsimile shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any



Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted. The procedures and general assumptions to be used in tabulating the Ballots are detailed in Paragraph 29 of the Disclosure Statement Order.

6. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Ballot. At the Debtors' discretion, you may be requested to provide proof of your authority to complete the Ballot on behalf of the claim holder.
7. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 6 Trade Unsecured Claim. If you hold a claim in any other Class entitled to vote under the Plan, you must complete and return a separate ballot for such Claim in accordance with the procedures approve by the Court.**
8. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan will not be counted.
9. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.
10. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Claims Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.
11. If you wish to have your Claim temporarily allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 20, 2013.
12. **The Debtors will file the Plan Supplement on or before May 9, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described on the first page of this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.**
13. **NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.**

14. PLEASE RETURN YOUR BALLOT PROMPTLY. OTHER THAN SUBMISSION BY ELECTRONIC MAIL TO **SSIBallots@kccllc.com**, THE CLAIMS AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.

15. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 709-4758 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (424) 236-7236 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

16. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

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

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS  
HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a **Class 6 Trade Unsecured Claim** in the amount set forth below, votes to (check one box):

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Amount: \$ \_\_\_\_\_

**Item 2. Treatment and Treatment Election.** Unless you check the box below, or unless you exercise the Trade Election set forth in Article IV.F.1.c of the Plan, which would entitle you to enhanced treatment, the undersigned, a holder of a **Class 6 Trade Unsecured Claim** shall receive a payment 6 months after the maturity date of the Term Loan Exit Facility, equal to 20% of the Allowed amount of such Claim, which payment shall accrue quarterly interest of 5% per annum, which shall be paid in kind. Please see paragraph 3 on page 2 of this Ballot for additional information regarding the Trade Election.

<input type="checkbox"/>	<p><b>I hereby elect to reduce the amount of my Claim to \$3,000 and to have such Claim treated as a Class 8 Convenience Class Claim under the Plan. As a Class 8 Convenience Class Claim, I understand that I will receive 20% of the amount of my Allowed Claim (which Allowed Claim, as reduced by this election, shall not exceed \$3,000), in cash, as soon as practicable after the Effective Date, or, in the event that such Claim is disputed, when such Claim is Allowed, all as set forth in Article IV.H.1 of the Plan.</b></p> <p><b>By choosing this option, I hereby acknowledge that I will not be eligible for the subsequent Trade Election set forth in Article IV.F.1.c of the Plan.</b></p>
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**Item 3. Optional Release Election.** By checking this box, the undersigned holder of the Class 6 Trade Unsecured Claim identified herein that voted to ACCEPT the Plan elects NOT to grant the releases set forth in Article IX of the Plan:

☐ **DOES NOT GRANT THE RELEASE PROVISIONS  
SET FORTH IN ARTICLE IX OF THE PLAN**

**Item 4. 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 FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

\_\_\_\_\_  
Email Address

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

- ☐ *Please check here if the above address is a Change of Address that you would like reflected in the Master Mailing List for these Chapter 11 Cases.*

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OVERNIGHT COURIER, OR ELECTRONIC MAIL, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 16, 2013.**

**Exhibit 2-C**

**Master Ballot for Class 7 (Noteholder Unsecured Claims)**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a

Final Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**MASTER BALLOT FOR CLASS 7 (NOTEHOLDER UNSECURED CLAIMS)  
FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS CLASS 7 MASTER BALLOT AND RETURN IT TO THE CLAIMS AGENT BY FIRST CLASS MAIL, OR DURING REGULAR BUSINESS HOURS BY OVERNIGHT COURIER OR HAND DELIVERY, TO: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022. IF THIS CLASS 7 MASTER BALLOT HAS NOT BEEN RECEIVED BY THE CLAIMS AGENT BY MAY 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE"), THE VOTES OF THE INDIVIDUAL HOLDERS OF CLAIMS IN CLASS 7 (EACH AN "INDIVIDUAL CLAIMANT" AND COLLECTIVELY, THE "INDIVIDUAL CLAIMANTS") WILL NOT BE COUNTED. THEREFORE, YOU MUST ALLOW SUFFICIENT TIME TO BE SURE THAT THE CLASS 7 MASTER BALLOT IS RECEIVED BY THE CLAIMS AGENT BY THE VOTING DEADLINE.

You, as the Nominee<sup>2</sup> for the Individual Claimants ("You," "YOU," or "you"), must deliver the completed, executed Class 7 master ballot (the "Master Ballot") so that it is actually *received* by the Claims Agent on or before the Voting Deadline. For each completed, executed Ballot returned to you by an Individual Claimant (each an "Individual Ballot"), you must retain such Individual Ballot in your files for one year from the Voting Deadline.

This Master Ballot is to be used by you, as the representative of holders of Claims in Class 7 (Noteholder Unsecured Claims), to transmit the votes of such Individual Claimants in

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

<sup>2</sup> All capitalized terms used in this Master Ballot but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

respect of their decision to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan").

By Order dated April 24, 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto, and as the same may be amended, modified, and/or supplemented from time to time, the "Disclosure Statement"), on a conditional basis, as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). These documents are contained on the CDs sent to you with this Master Ballot. The Disclosure Statement Order also contains important information regarding the balloting process. Please also read the Disclosure Statement Order and the instructions sent with this Master Ballot prior to submitting a Master Ballot.

### **VOTING INSTRUCTIONS**

#### **VOTING DEADLINE:**

The Voting Deadline is **May 16, 2013 at 4:00 p.m. (prevailing Eastern Time)**, unless such time is extended. To have the votes of the Individual Claimants in Class 7 counted, you must complete, sign, and return this Master Ballot so that it is received by the Claims Agent at the address set forth in the Master Ballot on or before the Voting Deadline; provided, however, that any Individual Ballot actually received by you on or prior to the Voting Deadline, but which is not included in this Master Ballot, will be counted. Accordingly, you should immediately transmit the enclosed Solicitation Packages, including Ballots, to the Individual Claimants, with a return envelope addressed to you with instructions that the Individual Claimants return their Individual Ballots to you so as to be received on or before the Voting Deadline.

#### **HOW TO VOTE:**

If you are transmitting the votes of any Individual Claimants, other than yourself, you must deliver the Class 7 Ballot to the Individual Claimants, along with the Plan, Disclosure Statement, Disclosure Statement Order, Confirmation Hearing Notice, and other materials requested to be forwarded, and take the necessary actions to enable such Individual Claimants to complete and execute such Individual Ballot voting to accept or reject the Plan, and to return the completed, executed Individual Ballot to you so as to be received on or before the Voting Deadline. The procedures and general assumptions to be used in tabulating the Ballots are detailed in Paragraph 29 of the Disclosure Statement Order.

With respect to all of the Individual Ballots returned to you, you must properly complete the Master Ballot, as follows:

- i. Complete the certification of authority to vote in Item 1;
- ii. Indicate in Item 2 the total votes to accept or reject the Plan;

IMPORTANT: INDIVIDUAL CLAIMANTS MAY NOT SPLIT THEIR VOTES. EACH INDIVIDUAL CLAIMANT MUST VOTE ALL OF HIS, HER, OR ITS CLAIMS IN CLASS 7 TO ACCEPT OR REJECT THE PLAN. IF ANY SUCH BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE BY SUBMITTING A BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN, PLEASE CONTACT THE CLAIMS AGENT IMMEDIATELY. Any Individual Claimant that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted, and the votes in such ballots should not be included in your tabulation;

- iii. Transcribe the votes from the Individual Ballots in the addendum to the Master Ballot referenced in Item 3 thereof;
- iv. Review the certification in Item 4 of the Master Ballot;
- v. Ensure that each Individual Ballot is signed and the certification is complete;
- vi. Sign and date the Master Ballot;
- vii. Independently verify and confirm the accuracy of the information provided with respect to each individual holder of Class 7 Claims;
- viii. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding;
- ix. You must deliver the completed, executed Master Ballot so that it is **actually received** by the Claims Agent on or before the Voting Deadline. To the extent that you receive an Individual Ballot on or prior to the Voting Deadline, but which is not included in the Master Ballot delivered to the Claims Agent, please contact the Claims Agent immediately so that such Individual Ballot may be counted. For each completed, executed Individual Ballot returned to you by an individual holder, you must retain such Individual Ballot in your files for one year from the Voting Deadline;
- x. Votes cast by Individual Claimants through You will be applied against the positions held by such entities as of the Record Date. Votes submitted by You, pursuant to the Master Ballot, will not be counted in excess of the Record Amount;
- xi. To the extent that conflicting votes or "overvotes" are submitted by You, the Claims Agent, in good faith, will attempt to reconcile discrepancies with You; and
- xii. To the extent that "overvotes" on the Master Ballot are not reconcilable prior to the preparation of the vote certification, the Claims Agent 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 that contained the "overvote," but only to the extent of your position in the applicable security.

**PLEASE NOTE:**

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Claims Agent will not accept delivery of any such certificates surrendered together with a Master Ballot or Individual Ballot.

No Master Ballot or Individual Ballot shall constitute or be deemed to be a proof of claim or Equity Interest, or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

No fees or commissions or other remuneration will be payable to You in connection with the distribution of Solicitation Packages or the preparation of the Master Ballot.

**PLEASE MAIL THIS MASTER BALLOT PROMPTLY. IF YOU BELIEVE THAT YOU ARE MISSING ANY MATERIALS FROM THE SOLICITATION PACKAGE, HAVE RECEIVED THE WRONG BALLOTS OR MASTER BALLOT, HAVE QUESTIONS REGARDING THE BALLOTS OR MASTER BALLOT, OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF OTHER ENCLOSED MATERIALS, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA. DO NOT CONTACT THE CLAIMS AGENT FOR LEGAL ADVICE. THE CLAIMS AGENT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.**

**Item 1 - CERTIFICATION OF AUTHORITY TO VOTE.** The undersigned certifies that as of April 24, 2013 (the "Record Date"), the undersigned (please check applicable box):

- ☐ Is a Nominee and/or an Intermediary for the Individual Claimants of the aggregate principal amount listed in Item 2 below; or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below; or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of the aggregate principal amount listed in Item 2 below and accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Individual Claimants of the Class 7 (Noteholder Unsecured Claims) described below.

**Item 2 - TABULATION OF BENEFICIAL OWNER VOTING.** The undersigned certifies that:

**A. Class 7 Claims – Noteholder Unsecured Claims**

**Acceptances.** \_\_\_\_\_ Individual Claimants holding Class 7 Noteholder Unsecured Claims in the aggregate unpaid principal amount of \$\_\_\_\_\_ have delivered duly completed Individual Ballots to the undersigned voting to **ACCEPT** the Plan; and

**Rejections.** \_\_\_\_\_ Individual Claimants holding Class 7 Noteholder Unsecured Claims in the aggregate unpaid principal amount of \$\_\_\_\_\_ have delivered duly completed Individual Ballots to the undersigned voting to **REJECT** the Plan.

**Item 3 – TRANSMITTAL OF VOTES FROM INDIVIDUAL BALLOTS.** The undersigned transmits the votes of Individual Claimants holding Claims in Class 7 as fully set forth below and certifies that the parties listed are the Individual Claimants, as of the Record Date, and have delivered to the undersigned, as the Nominee, Individual Ballots casting such votes, which, as set forth in each column therein, indicate the aggregate principal amount voted for each claim, and whether such claim is voted to accept or reject the Plan, and whether the holder of such claim that voted to accept the Plan has elected not to grant the release provisions set forth in Article IX of the Plan.

**ADDENDUM TO MASTER BALLOT****A. Summary of Class 7 Noteholder Unsecured Claims Voted.**

Name or Account Number for Each Individual Claimant of a Class 7 Noteholder Unsecured Claim Voting on the Plan	Principal Amount of Claim Voted	Principal Amount of Class 7 Noteholder Unsecured Claims Voted to ACCEPT the Plan*	Principal Amount of Class 7 Noteholder Unsecured Claims Voted to REJECT the Plan*	Individual Claimant has Accepted the Plan and Elected <u>Not</u> to Grant the Release Provisions Set Forth in Article IX of the Plan (Indicate Yes if Item 2 was checked, or No if it was not checked)
1.		\$	\$	
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	
8.		\$	\$	
<b>TOTALS</b>		\$	\$	

[If space is insufficient, attach additional sheets in same format.]

**Item 4. - CERTIFICATION AS TO TRANSCRIPTION OF INFORMATION FROM ITEM 3 OF THE INDIVIDUAL BALLOT AS TO OTHER CLASS 7 NOTEHOLDER UNSECURED CLAIMS VOTED THROUGH OTHER INDIVIDUAL BALLOTS.**

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Individual Claimants in Item 3 of the original Individual Ballots, identifying any Class 7 Noteholder Unsecured Claims for which such holders have submitted other Individual Ballots other than to the undersigned:

\* Please note that each Individual Claimant must vote all of his, her, or its Claims in Class 7 to accept or reject the Plan, and may not split such vote.

Your Customer Account Number For Each Holder of Voting Class 7 Noteholder Unsecured Claims		TRANSCRIBE FROM ITEM 3 OF THE INDIVIDUAL BALLOTS:		
		Account Number	Name of Holder	Principal Amount of Other Class 7 Noteholder Unsecured Claims Voted
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				

**Item 5 - CERTIFICATION.** By signing this Master Ballot, the undersigned certifies that: (a) each Individual Claimant holding a Claim(s) in Class 7 whose vote is being transmitted by this Master Ballot has been provided with a copy of the Plan, Disclosure Statement, Disclosure Statement Order, and a Ballot for voting its Claim(s); and (b) each Individual Claimant has not cast more than one vote with respect to any given Claim for any purpose, including for determining both the number of votes and the amount of the Claim, even if such holder holds securities of the same type in more than one account. The undersigned also acknowledges that the solicitation of votes in Class 7 to accept or reject the Plan is subject to all the terms and conditions set forth in the Disclosure Statement Order, dated April 24, 2013.

---

Name of Nominee

---

Participant Number

---

Signature of Nominee

---

Street Address

---

City, State and Zip Code

---

Telephone Number

---

Email

---

Date Completed

**In order to vote Claims in Class 7 to accept or reject the Plan, please complete, sign, and date this Master Ballot and promptly return it to one of the following addresses, as appropriate, so as to be received on or prior to the Voting Deadline, by regular mail, or by hand delivery or overnight courier during normal business hours, to: SCHOOL SPECIALTY BALLOT PROCESSING CENTER, C/O KCC, 599 LEXINGTON AVENUE, 39TH FLOOR, NEW YORK, NY 10022.**

**MASTER BALLOTS RECEIVED BY FACSIMILE OR OTHER  
ELECTRONIC MEANS, OR RECEIVED AFTER THE  
VOTING DEADLINE, WILL NOT BE COUNTED.**

**Exhibit 2-D**

**Individual Ballot for Class 7 (Noteholder Unsecured Claims)**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

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Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**INDIVIDUAL BALLOT FOR CLASS 7 NOTEHOLDER UNSECURED CLAIMS  
FOR ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE RETURNED TO  
YOUR NOMINEE SO THAT IT IS ACTUALLY RECEIVED BY  
THE NOMINEE ON OR BEFORE THE VOTING DEADLINE**

**THE VOTING DEADLINE FOR YOUR NOMINEE TO SUBMIT  
THE MASTER BALLOT TO ACCEPT OR REJECT THE  
PLAN IS 4:00 P.M. (PREVAILING EASTERN TIME)  
ON MAY 16, 2013 (THE "VOTING DEADLINE").**

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved on a conditional basis by an order (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent") by email at [SSIinfo@kccllc.com](mailto:SSIinfo@kccllc.com), or by phone at (877) 833-4150 for calls originating from the United States or Canada, or (917) 281-4800 for calls originating from

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

outside of the United States or Canada, or you can access a copy at the case-dedicated website, <http://www.kccllc.net/SchoolSpecialty>. Copies of the Disclosure Statement and the Plan are also available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it 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 which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots must be returned to the Nominee that sent you this Ballot, so that such Ballot is **RECEIVED by the Nominee on or before the Voting Deadline**. If a Ballot is received after the applicable deadline, it will not be counted. An envelope addressed to the Nominee is enclosed for your convenience. Any Ballot transmitted by facsimile, electronic mail or other electronic transmission shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted. The procedures and general assumptions to be used in tabulating the Ballots are detailed in Paragraph 29 of the Disclosure Statement Order.

2. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 7 Noteholder Unsecured Claim.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan, or that attempts to both accept and reject the Plan will not be counted.

3. Check the box in Item 2 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. **IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX**



IN ITEM 2 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, IF YOU CHECK THE BOX IN ITEM 2 INDICATING YOUR ELECTION NOT TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED PLAN INJUNCTION, YOU MAY NOT BENEFIT FROM CERTAIN RELEASES PROVIDED UNDER THE PLAN.

4. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.

5. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Nominee on the same day, but which are voted inconsistently, such Ballots will not be counted.

6. If you wish to have your Claim temporarily allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on May 20, 2013.

7. **The Debtors will file the Plan Supplement on or before May 9, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described on the first page of this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.**

8. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.

9. PLEASE RETURN YOUR BALLOT TO THE NOMINEE THAT SENT YOU THE BALLOT USING THE ENCLOSED RETURN ENVELOPE.

10. PLEASE RETURN YOUR BALLOT PROMPTLY. UNLESS IT DIRECTS OTHERWISE, THE NOMINEE WILL **NOT** ACCEPT BALLOTS BY FACSIMILE, EMAIL, OR OTHER ELECTRONIC TRANSMISSION.

11. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 833-4150 FOR CALLS

ORIGINATING FROM THE UNITED STATES OR CANADA, OR (917) 281-4800 FOR CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

12. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

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

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS  
HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a **Class 7 Noteholder Unsecured Claim** in the amount set forth below, votes to (check one box):

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Principal Amount: \$ \_\_\_\_\_ (If you do not know the amount of your Class 7 Note Claim, please contact your Nominee.)

If you voted to reject the Plan, please proceed to Item 3.

**Item 2. Optional Release Election.** By checking this box, the undersigned holder of the Class 7 Note Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ **DOES NOT GRANT THE RELEASE PROVISIONS  
SET FORTH IN ARTICLE IX OF THE PLAN**

**Item 3. Certifications as to Class 7 Note Claim Held in Additional Accounts.**

By completing and returning this Individual Ballot, the undersigned certifies that either (1) it has not submitted any other Ballots for other Class 7 Noteholder Unsecured Claims held in other accounts or other record names or (2) it has provided the information specified in the following table for all other Class 7 Noteholder Unsecured Claims<sup>1</sup> for which it has submitted additional Individual Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 7  
NOTEHOLDER UNSECURED CLAIMS ON AN INDIVIDUAL BALLOT  
OTHER THAN THIS INDIVIDUAL BALLOT.**

Name of Holder <sup>3</sup>		Account Number	Principal Amount of Other Class 7 Noteholder Unsecured Claim Voted
			\$
13.			\$
14.			\$
15.			\$
16.			\$
17.			\$
18.			\$
19.			\$
20.			\$
21.			\$

<sup>1</sup> List your name if the Class 7 Note Claim is held by you in record name. If the Class 7 Note Claim is held in "street name," please list the name of your Nominee.

**Item 4. 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 FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER SO THAT IT IS ACTUALLY RECEIVED BY THE NOMINEE BY THE VOTING DEADLINE.**

**Exhibit 2-E**

**Ballot for Class 8 (Convenience Class Claims)**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a Final  
Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**BALLOT FOR CLASS 8 CONVENIENCE CLASS CLAIMS FOR  
ACCEPTING OR REJECTING DEBTORS' AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY  
RECEIVED BY THE CLAIMS AGENT IS 4:00 P.M. (PREVAILING EASTERN TIME)  
ON MAY 16, 2013 (THE "VOTING DEADLINE").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR  
TO THE VOTING DEADLINE, THE VOTE REPRESENTED  
BY YOUR BALLOT WILL NOT BE COUNTED.**

This ballot (the "Ballot") is submitted to you to solicit your vote to accept or reject the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") submitted by the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and described in the related disclosure statement (the "Disclosure Statement") approved on a conditional basis by an order (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement or Plan, you may obtain a copy by contacting Kurtzman Carson Consultants LLC (the "Claims Agent"), free of charge, by regular mail, overnight courier or hand delivery, at School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245, or by phone during normal business hours at (877) 709-4758 for calls originating from the United States or Canada, or (424) 236-7236 for calls originating from outside of the United States or Canada, or you can access a copy at the case-dedicated website, <http://www.kccllc.net/SchoolSpecialty>. Copies of the Disclosure Statement and the Plan are also

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

available for inspection during regular business hours at the office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement and the Plan may be obtained from the Court's website at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable.

The Plan can be confirmed by the Court and thereby made binding on you if it 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 which vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The votes of those Claims actually voted in your Class will bind those who do not vote. If the requisite acceptances are not obtained, the Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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

1. In the boxes provided in Item 1 of the Ballot below, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all of the information requested. Ballots may be mailed to, or delivered by hand delivery or overnight courier during normal business hours to: **School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245**. In addition, you may submit your Ballot via electronic mail to the Claims Agent at [SSIBallots@kccllc.com](mailto:SSIBallots@kccllc.com).

2. Check the box in Item 2 if you voted to accept the Plan but elect not to grant the releases set forth in Article IX of the Plan. **IF YOU SUBMIT YOUR BALLOT WITHOUT THE BOX IN ITEM 2 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN AND THE RELATED INJUNCTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

3. **Ballots must be received by the Claims Agent on or before May 16, 2013 at 4:00 p.m.** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Claims Agent is enclosed for your convenience. Any Ballot transmitted to the Claims Agent by facsimile shall not be counted. If neither the "accept" nor "reject" box is checked in Item 1 below, or if both the "accept" and "reject" boxes are checked, for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted. Any Ballot that is illegible, does not bear an original signature, or does not provide sufficient information to identify the claim holder will not be counted. The procedures and general assumptions to be used in tabulating the Ballots are detailed in Paragraph 29 of the Disclosure Statement Order.

4. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Ballot. At the Debtors' discretion, you may be requested to provide proof



of your authority to complete the Ballot on behalf of the claim holder.

5. **Each Ballot you receive is for voting only your Claims described on the Ballot. Please complete and return each Ballot you receive in accordance with the instructions therein. The attached Ballot is designated only for voting a Class 8 Convenience Class Claim. If you hold a claim in any other Class entitled to vote under the Plan, you must complete and return a separate ballot for such Claim in accordance with the procedures approved by the Court.**
6. You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. An otherwise properly completed, executed, and timely returned Ballot that attempts to partially accept and partially reject the Plan will not be counted.
7. The Ballot does not constitute, and will not be deemed, a proof of claim or an assertion of a Claim, an allowance of a Claim, or an admission by the Debtors of the validity of a Claim.
8. If you cast more than one Ballot voting the same Claim(s) prior to the Voting Deadline, the latest dated, properly executed Ballot received before the Voting Deadline will be deemed to reflect your intent and supersede any prior Ballots. If you cast Ballots received by the Claims Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.
9. If you wish to have your Claim temporarily allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 20, 2013.
10. **The Debtors will file the Plan Supplement on or before May 9, 2013. Once filed, you may obtain a copy of the Plan Supplement from the Claims Agent as described on the first page of this Ballot. The Plan Supplement will include information that you may wish to review prior to returning your Ballot.**
11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.
12. PLEASE RETURN YOUR BALLOT PROMPTLY. OTHER THAN SUBMISSION BY ELECTRONIC MAIL TO [SSIBallots@kccllc.com](mailto:SSIBallots@kccllc.com), THE CLAIMS AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION.
13. IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE CLAIMS AGENT AT (877) 709-4758 FOR CALLS ORIGINATING FROM THE UNITED STATES OR CANADA, AND (424) 236-7236 FOR

CALLS ORIGINATING FROM OUTSIDE OF THE UNITED STATES OR CANADA BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. (PREVAILING EASTERN TIME), MONDAY THROUGH FRIDAY.

14. PLEASE NOTE THAT THE CLAIMS AGENT'S STAFF IS NOT PERMITTED TO GIVE LEGAL ADVICE. ANY PARTY RECEIVING THIS BALLOT SHOULD CONSULT AN ATTORNEY REGARDING ANY QUESTIONS IT MAY HAVE RELATING TO THIS BALLOT AND THE OTHER DOCUMENTS REFERENCED HEREIN.

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

PLEASE COMPLETE ALL ITEMS BELOW. IF THIS BALLOT IS NOT SIGNED ON THE  
APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS  
HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a **Class 8 Convenience Class Claim** in the amount set forth below, votes to (check one box):

☐ **Accept** the Plan.

☐ **Reject** the Plan.

Voting Amount: \$ \_\_\_\_\_

**Item 2. Optional Release Election.** By checking this box, the undersigned holder of the Class 8 Convenience Class Claim identified herein that voted to **ACCEPT** the Plan elects **NOT** to grant the releases set forth in Article IX of the Plan:

☐ **DOES NOT GRANT THE RELEASE PROVISIONS  
SET FORTH IN ARTICLE IX OF THE PLAN**

**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 FURTHER ACKNOWLEDGES THAT IN THE EVENT THE UNDERSIGNED VOTES TO ACCEPT THE PLAN AND FAILS TO OPT-OUT OF PROVIDING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN, THE UNDERSIGNED IS DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE IX OF THE PLAN, INCLUDING RELEASES OF NON-DEBTORS.** The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan, or indicates both acceptance and rejection of the Plan, will not be counted.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

\_\_\_\_\_  
Email Address

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

- ☐ *Please check here if the above address is a Change of Address that you would like reflected in the Master Mailing List for these Chapter 11 Cases.*

**PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS BALLOT. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT BY MAIL, HAND DELIVERY, OVERNIGHT COURIER, OR ELECTRONIC MAIL, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AGENT BY 4:00 P.M. (PREVAILING EASTERN TIME) ON MAY 16, 2013.**

**Exhibit 3**

**Non-Voting Creditor Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a Final  
Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,  
(II) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

TO: ALL UNIMPAIRED CREDITORS AND EQUITY HOLDERS NOT ENTITLED TO VOTE ON  
PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April 24, 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement"), on a conditional basis, as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 20, 2013 at 1:30 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") and final hearing on the Disclosure Statement. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

**ENTITLEMENT TO VOTE ON PLAN**

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims<sup>2</sup> that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Claims and Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April 24, 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials for the Plan.

5. **YOU HAVE BEEN IDENTIFIED AS EITHER AN UNIMPAIRED CREDITOR OR A HOLDER OF AN EQUITY INTEREST THAT WILL RECEIVE NO DISTRIBUTION UNDER THE PLAN, AND, THEREFORE, WILL NOT BE ENTITLED TO VOTE ON THE PLAN.**

**SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

6. The Plan proposes to modify the rights of certain creditors and Equity Interest holders of the Debtors. Claims (other than Administrative Claims, Priority Tax Claims, DIP Financing Claims and Fee Claims) and Equity Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
1	Other Priority Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 1 (Other Priority Claims), except to the extent that a holder of an Allowed Other Priority Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a different treatment, in full and final satisfaction of such Claim, each holder of an Allowed Other Priority Claim in Class 1 shall receive payment in full in Cash in an amount equal to such Allowed Other Priority Claim as soon as practicable after the later of (a) the Effective Date and (b) the date when such Other Priority Claim becomes an Allowed Other Priority Claim.
2	Prepetition ABL Facility Claims	Unimpaired, Not Entitled to Vote	100%	All Prepetition ABL Facility Claims have been Allowed by prior order of the Court and shall be deemed to have been satisfied with proceeds of or other assumption under the ABL DIP Facility.
3	Prepetition Term Loan Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of claims in Class 3 (Prepetition Term Loan Claims), except with respect to certain amounts that were placed in escrow pending resolution of the make-whole litigation (described below), the Debtors believe that the Prepetition Term Loan Claims were previously paid in full in connection with the

<sup>2</sup> All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				refinancing of the Bayside DIP Facility. However, to the extent any Allowed Prepetition Term Loan Claims remain outstanding and except to the extent that a holder of an Allowed Prepetition Term Loan Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a less favorable treatment, each holder of an Allowed Prepetition Term Loan Claim in Class 3 shall receive Cash in an amount equal to the Allowed Prepetition Term Loan Claim (which, for the avoidance of doubt, may include all or a portion of the Prepetition Escrowed Amounts), in full satisfaction of such Claim, on or as soon as practicable after the Effective Date, or, in the case of the Prepetition Escrowed Amounts, when due in accordance with entry of a final, non-appealable order disposing of such Amounts.
4	Other Secured Claims	Unimpaired, Not Entitled to Vote	100%	With respect to holders of Claims in Class 4 (Other Secured Claims), except to the extent that a holder of an Allowed Other Secured Claim and the Debtors (with the consent of the Required Ad Hoc DIP Lenders) shall have agreed in writing to a less favorable treatment, in full and final satisfaction of such Claim, (i) each Allowed Other Secured Claim shall be reinstated and rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code, notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Allowed Other Secured Claim to demand or receive payment of such Allowed Other Secured Claim prior to the stated maturity of such Allowed Other Secured Claim from and after the occurrence of a default, (ii) each holder of an Allowed Other Secured Claim shall receive Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of (a) thirty (30) days after Effective Date, and (b) the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable (but no later than thirty (30) days after the date such Other Secured Claim becomes an Allowed Other Secured Claim) or (iii) each holder of an Allowed Other Secured Claim shall receive the Collateral securing its Allowed Other Secured Claim and any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, in full and



CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				complete satisfaction of such Allowed Other Secured Claim as soon as is practicable, on the later of (x) thirty (30) days after Effective Date and (y) the date such Other Secured Claim becomes an Allowed Other Secured Claim. <sup>3</sup>
5	General Unsecured Claims	Impaired, Entitled to Vote	20%, plus interest	<p>Each holder of an Allowed General Unsecured Claim, other than a holder of such a Claim who participates in the Convenience Election below, shall receive, in full and final satisfaction of such Allowed General Unsecured Claim, a payment in Cash equal to twenty percent (20%) of the Allowed amount of such Claim, to be paid on the Payment Date, which is expected to be in approximately six and one-half (6.5) years. Such payment shall accrue quarterly paid-in-kind interest of five percent (5%) per annum beginning on the Effective Date, and shall be subject to the additional terms set forth in Article V.I of the Plan, including a cap on distributions in certain circumstances.</p> <p><i>Convenience Election.</i> Each holder of an Allowed General Unsecured Claim shall have the option on its Ballot to voluntarily reduce the Allowed amount of such Claim to three thousand dollars (\$3,000) and receive the treatment specified for holders of Convenience Class Claims under Article IV.H of the Plan with respect to such reduced Allowed Claim. For the avoidance of doubt, any such holder who makes the Convenience Election shall not be entitled to receive any other recovery or distribution on account of such Claim.</p>
6	Trade Unsecured Claims	Impaired, Entitled to Vote	20% or 45%, depending on Trade Election, plus interest	Each holder of an Allowed Trade Unsecured Claim, other than a holder of such Claim who participates in the Convenience Election or the Trade Election, shall receive, in full and final satisfaction of such Allowed Trade Unsecured Claim, a payment in Cash equal to twenty percent (20%) of the Allowed amount of such Claim, to be paid on the Payment Date, which is expected to be in approximately six and one-half (6.5) years. Such payment shall accrue quarterly paid-in-kind interest of five percent (5%) per annum beginning on the Effective Date, and shall be subject to the

<sup>3</sup> Notwithstanding the foregoing, to the extent an Allowed Other Secured Claim arises on account of property taxes, such Allowed Other Secured Claim shall be treated as a Priority Tax Claim, and any applicable liens shall remain Unimpaired until such Allowed Other Secured Claim is paid in full. Any applicable interest shall be calculated in a manner consistent with section 511 of the Bankruptcy Code.

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
				<p>additional terms set forth in Article V.I of the Plan, including a cap on distributions in certain circumstances.</p> <p><i>Convenience Election.</i> Each holder of an Allowed Trade Unsecured Claim shall have the option on its Ballot to voluntarily reduce the Allowed amount of such Claim to three thousand dollars (\$3,000) and receive the treatment specified for holders of Convenience Class Claims under Article IV.H of the Plan with respect to such reduced Allowed Claim. For the avoidance of doubt, any such holder who makes the Convenience Election shall not be entitled to receive any other recovery or distribution on account of such Claim, and shall not be eligible to participate in the Trade Election with respect to such Claim.</p> <p><i>Trade Election.</i> On or before the date of the Confirmation Hearing, the Debtors shall notify the holders of Trade Unsecured Claims of their option to, and procedures governing their right to, participate in the Trade Election. Such holders who make the Trade Election and provide the agreed-upon Customary Trade Terms from the date of the election until September 30, 2014 (unless certain events set forth in Article V.I of the Plan such as a Change of Control or a dividend occur which would trigger an earlier payment) shall receive the Trade Payment equal to forty-five percent (45%) of their Allowed Claim, plus paid-in-kind interest that accrues quarterly at a rate of ten percent (10%) per annum from the Effective Date through payment. Such payment will be made on the Payment Date, which is expected to be in approximately six and one-half (6.5) years (unless certain events set forth in Article V.I of the Plan such as a Change of Control or a dividend occur which would trigger an earlier payment), in full and final satisfaction of such Allowed Trade Unsecured Claim and in lieu of any other recovery on account of such Claim. The Trade Payment shall be subject to the additional terms set forth in Article V.I of the Plan and in the Plan Supplement, including a cap on distributions in certain circumstances.</p>
7	Noteholder Unsecured Claims	Impaired, Entitled to Vote	6%	The holders of Allowed Noteholder Unsecured Claims shall receive their Pro Rata share of twelve and a half percent (12.5%) of New SSI Common Stock on account of such Noteholder Unsecured Claims.

CLASS	TYPE OF CLAIM OR STOCK INTEREST	IMPAIRED/ ENTITLED TO VOTE	ESTIMATED RECOVERY AMOUNT	TREATMENT UNDER THE PLAN
8	Convenience Class Claims	Impaired, Entitled to Vote	20%	Each holder of a Convenience Class Claim shall receive, in full and final satisfaction of such Claim, a one-time payment in Cash equal to twenty percent (20%) of the Allowed amount of such Claim, on or as soon as practicable after the Effective Date or, in the event that such Claim is disputed, when such Claim is Allowed.
9	Equity Interests in School Specialty, Inc.	Impaired, Not Entitled to Vote	0.0%	The holders of Equity Interests in SSI shall neither receive distributions nor retain any property under the Plan on account of such Equity Interests. On the Effective Date, Equity Interests in SSI shall be canceled and extinguished and shall be of no further force and effect, whether surrendered for cancelation or otherwise.

#### **INJUNCTIONS, RELEASES, AND EXCULPATION**

8. The Plan contains certain injunction, release, and exculpation provisions as set forth below.

**a. Releases by the Debtors**

On the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their estates, shall be deemed to release unconditionally (a) all of their respective officers, directors, employees, partners, advisors, attorneys, financial advisors, accountants, and other professionals, who served in such capacities on or after the Petition Date, (b) (i) the DIP Agents and the Bayside DIP Agent, (ii) the DIP Collateral Agents, (iii) the Notes Indenture Trustee and (iv) the Prepetition Agents, (c) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of each of the DIP Agents, the Bayside DIP Agent, DIP Collateral Agents, the Notes Indenture Trustee and the Prepetition Agents, (d) the DIP Lenders and the Prepetition Lenders, (e) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the DIP Lenders, and the Prepetition Lenders, (f) the members of the Creditors Committee and the Noteholders, and (g) officers, directors, principals, members, employees, partners, subsidiaries, affiliates, advisors, attorneys, financial advisors, accountants, and other professionals of the Creditors Committee and the Noteholders (collectively, the "**Released Parties**" and each a "**Released Party**") from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken solely in their respective capacities described above for any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, except that (i) no individual shall be released from any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the Reorganized Debtors shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set off or recoupment against any Claims of any such persons asserted against the Debtors, (iii) the foregoing release shall not apply to any obligations that remain outstanding in respect of loans or advances made to individuals by the Debtors, and (iv) the foregoing release applies to the Released Parties solely in their respective capacities described above. For the avoidance of doubt, the Debtors shall release the Noteholders, only to the extent permitted by law and to the extent that such Noteholders vote in favor of the Plan and do not mark their Ballots to indicate their refusal to grant the Releases of the Released Parties provided for in the Plan. Notwithstanding the foregoing, no Claims of the Estates asserted by the Creditors Committee against the Prepetition Term Loan Lenders, including, without

limitation, such Claims in respect of the Prepetition Escrowed Amounts, shall be released by this provision.

**b. Releases by non-Debtors**

On the Effective Date, the DIP Lenders, the Prepetition Lenders and all Persons who directly or indirectly, have held, hold, or may hold Claims, and (a) vote to accept the Plan as set forth on the relevant Ballot, and do not mark their Ballot to indicate their refusal to grant the releases provided in this paragraph, or (b) are presumed to have voted to accept the Plan under section 1126(f) of the Bankruptcy Code shall be deemed, by virtue of their receipt of Distributions and/or other treatment contemplated under the Plan, to have forever released and covenanted with the Reorganized Debtors and the Released Parties not to (x) sue or otherwise seek recovery from any of the Reorganized Debtors or any Released Party on account of any Claim in any way related to the Debtors or their business and affairs, the Chapter 11 Cases, the Disclosure Statement, or the Plan, including but not limited to any Claim based upon tort, breach of contract, violations of federal or state securities laws or otherwise, based upon any act, occurrence, or failure to act from the beginning of time through the Effective Date or (y) assert against any of the Reorganized Debtors or any Released Party any claim, obligation, right, cause of action or liability that any holder of a Claim or Equity Interest may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, the Disclosure Statement or the Plan, provided, however, (i) none of the Released Parties shall be released from any claim primarily based on any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order, (ii) the foregoing release shall not apply to obligations arising under the Plan, (iii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan, and (iv) the foregoing release shall not apply to any indemnification and other surviving obligation as set forth in the Plan.

**c. Exculpation**

As of the Effective Date, the Debtors, the Reorganized Debtors, the Creditors Committee, the Notes Indenture Trustee and with respect to all of the foregoing, their respective officers, directors, members, managers, attorneys and advisors shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, a Claim, or an Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan and the Disclosure Statement, the negotiation of the documents included in the Plan Supplement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration and implementation of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, the Disclosure Statement or in furtherance thereof except for any act or omission that constitutes gross negligence, willful misconduct, fraud or criminal acts as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

For the avoidance of doubt, notwithstanding anything to the contrary herein, no release or injunction provided for in this Plan in Articles IX.I, IX.J or IX.K shall prohibit or otherwise impair the right of Berkley Regional Insurance Company with respect to any letters of credit provided in connection with bonds issued by Berkley related to the Debtors.

Parties are encouraged to review the Plan and Disclosure Statement for additional information.

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN AND APPROVAL OF THE DISCLOSURE STATEMENT ON A FINAL BASIS**

Any objection, comment, or response to confirmation of the Plan and approval of the Disclosure Statement on a final basis (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before **May 16, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline") and must (a) be in writing,

(b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan, and (e) be served on, so as to be received by, the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer (mike.lavelle@schoolspecialty.com), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda (jsaferstein@paulweiss.com, lshumejda@paulweiss.com), 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin (pmorgan@ycst.com, mkandestin@ycst.com), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs (randall.klein@goldbergkohn.com, jeremy.downs@goldbergkohn.com), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath (heath@RLF.com), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield (khansen@stroock.com, jcanfield@stroock.com), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter (cmwinter@duanemorris.com), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark (rstark@brownrudnick.com), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl (SPohl@brownrudnick.com), One Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **OBJECTIONS TO APPROVAL OF THE DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

**COPIES OF PLAN, DISCLOSURE STATEMENT, DISCLOSURE STATEMENT  
ORDER & PLAN SUPPLEMENT**

Copies of the Plan, Disclosure Statement and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases <http://www.kccllc.net/SchoolSpecialty>. Copies of the Plan, Disclosure Statement and Disclosure Statement Order are also available for inspection during regular business hours at the office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan, Disclosure Statement and Disclosure Statement Order may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website for a fee. The Debtors will file the Plan Supplement on or before May 9, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

**If you have any questions related to this notice, please call (877) 709-4758**

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

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

**Exhibit 4**

**Publication Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Obj. Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a Final  
Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

NOTICE OF (I) APPROVAL OF DISCLOSURE  
STATEMENT, (II) DEADLINE FOR VOTING ON PLAN,  
(III) HEARING TO CONSIDER CONFIRMATION OF PLAN, AND  
(IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By order dated April 24, 2013 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved, on a conditional basis, the *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Disclosure Statement") as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code").

CONFIRMATION HEARING

2. On May 20, 2013 at 1:30 p.m. (prevailing Eastern Time), or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801 to consider confirmation of the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as the same may be amended, modified, and/or supplemented, the "Plan") and approval of the Disclosure Statement on a final basis. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the terms of the Plan, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims<sup>2</sup> that are

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

<sup>2</sup> All capitalized terms used in this Notice but not otherwise defined herein shall have the meanings given to such terms in the Disclosure Statement Order or Plan, as applicable.

unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Equity Interests that will receive no distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. April 24, 2013 has been established by the Court as the record date (the "Record Date") for determining the creditors entitled to receive solicitation or notice materials in connection with the Plan.

5. If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received and wish to have your Claim temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Court, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (the "Claims Estimation Motion"). A Claims Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim should be allowed for voting purposes and the evidence in support of your belief. In respect of any timely-filed Claims Estimation Motion, the Ballot in question shall be counted in the amount established by the Court in an order entered on or before May 20, 2013.

#### **DEADLINE FOR VOTING ON THE PLAN**

9. By the Disclosure Statement Order, the Court established May 16, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. To be counted, your original Ballot must actually be received on or before the Voting Deadline by Kurtzman Carson Consultants LLC (the "Claims Agent"). Ballots may be sent by first class mail or overnight mail to School Specialty Ballot Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245. If you are a holder of a claim in Classes 5, 6 or 8, you may submit your signed, completed Ballot via electronic mail on or before the Voting Deadline to the Claims Agent at [SSIBallots@kccllc.com](mailto:SSIBallots@kccllc.com). If you are an individual holder of the 3.75% Convertible Subordinated Notes due 2026 (a "Class 7 Claimant"), you must mail your original, signed Ballot to the Nominee that provided the Ballot to you on or before the Voting Deadline. Except with respect to Ballots submitted by Claimants in Classes 5, 6 and 8, which may be transmitted by electronic mail, any Ballots transmitted by facsimile or other electronic means shall not be counted.

#### **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN AND/OR APPROVAL OF THE DISCLOSURE STATEMENT ON A FINAL BASIS**

10. Any objection, comment, or response to confirmation of the Plan or approval of the Disclosure Statement on a final basis (including any supporting memoranda) must be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, on or before May 16, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Confirmation Objection Deadline") and must (a) be in writing, (b) state the name and address of the objecting party, (c) state the amount and nature of the Claim or Equity Interest of such party, (d) state with particularity the basis and nature of any objection to the Plan or approval of the Disclosure Statement on a final basis, and (e) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (i) the Debtors, School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer ([mike.lavelle@schoolspecialty.com](mailto:mike.lavelle@schoolspecialty.com)), W6316 Design Drive, Greenville, WI 54942; (ii) co-counsel for the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda ([jsaferstein@paulweiss.com](mailto:jsaferstein@paulweiss.com), [lshumejda@paulweiss.com](mailto:lshumejda@paulweiss.com)), 1285 Avenue of the Americas, New York, NY 10019 and (b) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin ([pmorgan@ycst.com](mailto:pmorgan@ycst.com), [mkandestin@ycst.com](mailto:mkandestin@ycst.com)), Rodney Square, 1000 North King Street, Wilmington, DE 19801; (iii) counsel for the ABL Lenders (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs ([randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com), [jeremy.downs@goldbergkohn.com](mailto:jeremy.downs@goldbergkohn.com)), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath ([heath@RLF.com](mailto:heath@RLF.com)), One Rodney Square, 920 North King Street, Wilmington, DE 19801; (iv) counsel for the Ad Hoc DIP Lenders, (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield ([khansen@stroock.com](mailto:khansen@stroock.com), [jeanfield@stroock.com](mailto:jeanfield@stroock.com)), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter ([cmwinter@duanemorris.com](mailto:cmwinter@duanemorris.com)), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801; (v) counsel for the Creditors' Committee, (a) Brown Rudnick LLP, Attn: Robert J. Stark ([rstark@brownrudnick.com](mailto:rstark@brownrudnick.com)), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl ([SPohl@brownrudnick.com](mailto:SPohl@brownrudnick.com)), One



Financial Center, Boston, MA 02111, and (c) Venable LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801; and (vi) the U.S. Trustee, Attn: Juliet M. Sarkessian (Juliet.M.Sarkessian@usdoj.gov), 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801. **DISCLOSURE STATEMENT AND CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

**COPIES OF PLAN, DISCLOSURE STATEMENT,  
DISCLOSURE STATEMENT ORDER & PLAN SUPPLEMENT**

Copies of the Plan, Disclosure Statement, and Disclosure Statement Order may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases <http://www.kccllc.net/SchoolSpecialty>. Copies of the Plan and the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Court, 3rd Floor, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, copies of the Plan and the Disclosure Statement may be obtained from counsel to the Debtors by request to Troy Bollman (tbollman@ycst.com), or viewed on the Internet, for a fee, at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website. The Debtors will file the Plan Supplement on or before May 9, 2013, at which time the Plan Supplement may be obtained through the means described in this paragraph.

If you have any questions related to this notice, please call (877) 709-4758

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

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**Exhibit 5**

**Cure Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Cure Objection Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Adequate Assurance of Future

Performance: May 16, 2013 at 4:00 p.m. (ET)

Voting Deadline: May 16, 2013 at 4:00 p.m. (ET)

Deadline to Object to Approval of Disclosure Statement on a Final  
Basis: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Objection Deadline: May 16, 2013 at 4:00 p.m. (ET)

Confirmation Hearing Date: May 20, 2013 at 1:30 p.m. (ET)

**NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES (II) FIXING OF CURE  
AMOUNTS AND (III) DEADLINE TO OBJECT TO CURE AMOUNTS  
AND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE**

PLEASE TAKE NOTICE that on March 19, 2013, School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors") filed in the United States Bankruptcy Court for the District of Delaware (the "Court") the *Motion of the Debtors for Order: (A) Approving Disclosure Statement; (B) Fixing Voting Record Date; (C) Approving Solicitation Materials and Procedures for Distribution Thereof; (D) Approving Forms of Ballots and Establishing Procedures for Voting on Plan; (E) Scheduling Hearing and Establishing Notice and Procedures for Filing Objections to (I) Confirmation of the Plan, and (II) Proposed Cure Amounts Related to Contracts and Leases to be Assumed Under the Plan, and (F) Granting Related Relief* [Docket No. 601] (the "Disclosure Statement Motion"), which the Court approved on a conditional basis by Order on April 24, 2013 [Docket No. \_\_\_\_] (the "Disclosure Statement Order"). The Disclosure Statement Motion sought approval of, among other things, procedures for the fixing of Cure Amounts (as defined below) in connection with the potential assumption of certain executory contracts and unexpired leases (each a "Contract" or a "Lease," and together, the "Contracts and Leases") pursuant to the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 599] (as the same may be amended, modified, and/or supplemented, the "Plan"), and the deadline to object to such Cure Amounts and assumptions.

PLEASE TAKE FURTHER NOTICE that on the schedule annexed hereto as Exhibit A, the Debtors have indicated the cure amounts that the Debtors believe must be paid to compensate the non-Debtor counterparties to the Contracts and Leases for any actual pecuniary losses arising from any defaults under the Debtors' Contracts and Leases being assumed under the Plan with such non-Debtor

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

parties (in each instance, the "Cure Amount").

**PLEASE TAKE FURTHER NOTICE** that a schedule of rejected Contracts and Leases will be included in the Plan Supplement. The Debtors will file the Plan Supplement on or before May 9, 2013. A copy of the Plan Supplement may be obtained by parties in interest free of charge on Kurtzman Carson Consultants LLC's dedicated webpage related to these cases <http://www.kcccllc.net/SchoolSpecialty> or from counsel to the Debtors by request to Troy Bollman (Email: [tbollman@ycst.com](mailto:tbollman@ycst.com); Telephone: (302) 571-6600). A copy of the Plan Supplement is also available for inspection during regular business hours at the office of the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 or viewed on the Internet, for a fee, at the Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

**PLEASE TAKE FURTHER NOTICE** that any party objecting to (i) the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, (ii) the potential assumption of such Contracts and Leases, or (iii) the Debtors' ability to provide adequate assurance of future performance under such Contracts and Leases, shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Contracts and Leases and/or any and all objections to the potential assumption of such agreements, together with all documentation supporting such cure claim or objection. Any objections to the proposed assumption of the Contract(s) and/or the corresponding Cure Amount(s), must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than May 9, 2013 at 4:00 p.m. (prevailing Eastern Time) (the "Cure Objection Deadline"), and any objections to the Debtors' ability to provide adequate assurance of future performance under the Contracts and Leases (the "Adequate Assurance Objection Deadline") must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than May 16, 2013 at 4:00 p.m. (prevailing Eastern Time):

The Debtors: School Specialty, Inc., Attn: Michael P. Lavelle, Chief Executive Officer ([mike.lavelle@schoolspecialty.com](mailto:mike.lavelle@schoolspecialty.com)), W6316 Design Drive, Greenville, WI 54942, with a copy to (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Attn: Jeffrey D. Saferstein & Lauren Shumejda ([jsaferstein@paulweiss.com](mailto:jsaferstein@paulweiss.com), [lshumejda@paulweiss.com](mailto:lshumejda@paulweiss.com)), 1285 Avenue of the Americas, New York, NY 10019 and (c) Young, Conaway, Stargatt & Taylor, LLP, Attn: Pauline K. Morgan & Maris J. Kandestin ([pmorgan@ycst.com](mailto:pmorgan@ycst.com), [mkandestin@ycst.com](mailto:mkandestin@ycst.com)), Rodney Square, 1000 North King Street, Wilmington, DE 19801.

The ABL Lenders: (a) Goldberg Kohn, Attn: Randall Klein & Jeremy Downs ([randall.klein@goldbergkohn.com](mailto:randall.klein@goldbergkohn.com), [jeremy.downs@goldbergkohn.com](mailto:jeremy.downs@goldbergkohn.com)), 55 East Monroe Street, Suite 3300, Chicago, IL 60603, and (b) Richards, Layton and Finger, P.A., Attn: Paul Heath ([heath@RLF.com](mailto:heath@RLF.com)), One Rodney Square, 920 North King Street, Wilmington, DE 19801.

The Ad Hoc DIP Lenders: (a) Stroock & Stroock & Lavan LLP, Attn: Kristopher M. Hansen & Jonathan D. Canfield ([khansen@stroock.com](mailto:khansen@stroock.com), [jeanfield@stroock.com](mailto:jeanfield@stroock.com)), 180 Maiden Lane, New York, NY 10038, and (b) Duane Morris LLP, Attn: Christopher M. Winter ([cmwinter@duanemorris.com](mailto:cmwinter@duanemorris.com)), 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801.

The Creditors' Committee: (a) Brown Rudnick LLP, Attn: Robert J. Stark ([rstark@brownrudnick.com](mailto:rstark@brownrudnick.com)), 7 Times Square, New York, NY 10036, (b) Brown Rudnick LLP, Attn: Steven D. Pohl ([SPohl@brownrudnick.com](mailto:SPohl@brownrudnick.com)), One Financial Center, Boston, MA 02111, and (c) Venable

LLP, Attn: Jamie L. Edmonson (jledmonson@Venable.com), 1201 North Market Street, Suite 1400, Wilmington, DE 19801.

The Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attention: Juliet Sarkessian (Juliet.M.Sarkessian@usdoj.gov).

**PLEASE TAKE FURTHER NOTICE** that if an objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption of your Contract or Lease and/or your Cure Amount will be held at the time of the Confirmation Hearing on May 20, 2013 at 1:30 p.m. (prevailing Eastern Time), or such other hearing date that the Court orders, or such other hearing date to which the parties may mutually agree, before the Honorable Kevin J. Carey, Judge of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom #5, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE** that in the event that no Cure Objection is timely filed with respect to a Contract or Lease, the counterparty to such Contract or Lease shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to a Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Contract or Lease shall enjoy all of the rights and benefits under the Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of the Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Contract or Lease.

**PLEASE TAKE FURTHER NOTICE** that if you agree with assumption of your Contract or Lease and the Cure Amount indicated, you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract or Lease herein is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or Lease prior to the entry of a final, non-appealable order (which order may be the confirmation order) deeming such Contract or Lease assumed or rejected, and inclusion of a Contract or Lease herein is not a final determination that such Contract or Lease will, in fact, be assumed.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract or Lease herein 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 section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

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