

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Re: Docket Nos. 862, 864 & 931

NOTICE OF FILING OF SUPPLEMENT TO DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that on April 23, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862] (the "Plan") and related *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864] (the "Disclosure Statement").²

PLEASE TAKE FURTHER NOTICE that on April 24, 2013, the Debtors filed the *Notice of Filing of Solicitation Version of Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 931] (the "Revised Disclosure Statement").

¹ 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.

² All terms not otherwise defined herein shall be given the meanings ascribed to them in the Plan.



PLEASE TAKE FURTHER NOTICE that, as set forth in the Revised Disclosure Statement, attached hereto as Exhibits A through G are the following parts of the plan supplement (the “Plan Supplement”):³

Exhibit A: Exit Financing Documents

Exhibit B: Rights, Duties and Powers of the Ombudsman

Exhibit C: Board of Directors and Senior Executive Officers of the Reorganized Debtors

Exhibit D: Certificate of Incorporation for Reorganized School Specialty, Inc.

Exhibit E: Bylaws for Reorganized School Specialty, Inc.

Exhibit F: Organizational Documents for Reorganized Subsidiaries

Exhibit G: Schedule of Rejected Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE that any holder of Claims or Equity Interests who would like to receive copies of any of the exhibits contained in this Plan Supplement may receive a copy by contacting Troy Bollman at (302) 573-7796 or tbollman@ycst.com. In addition, copies may also be obtained (a) for a fee through the website of the United States Bankruptcy Court for the District of Delaware, <https://ecf.deb.uscourts.gov>, or (b) free of charge through the website established by the Claims Agent for the Debtors’ Chapter 11 Cases at www.kccllc.net/SchoolSpecialty.

³ The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Dated: May 9, 2013
Wilmington, Delaware

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EXHIBIT A

Exit Financing Documents

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

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

PLAN SUPPLEMENT²

Exit Financing Documents

¹ 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.

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Exit Financing Summary

- School Specialty, Inc. (“SSI”) is currently in the process of securing a \$175 million ABL credit facility, the proceeds of which will be used to repay the ABL DIP Facility
- In addition, SSI is marketing a \$100 - \$125 million Term Loan, the proceeds of which will be used to partially repay the Ad Hoc DIP Facility and other exit and administrative costs

Exit ABL Revolving Credit Facility

SIZE AND DESCRIPTION	<ul style="list-style-type: none"> ▪ \$175 million Senior Secured Asset Based Loan (“ABL”) Facility
TERM	<ul style="list-style-type: none"> ▪ 5 years
GUARANTORS	<ul style="list-style-type: none"> ▪ All wholly-owned domestic subsidiaries of the Company (other than domestic subsidiaries that are subsidiaries of foreign subsidiaries that are controlled foreign corporations), subject to exceptions to be agreed upon
SECURITY	<ul style="list-style-type: none"> ▪ First priority lien on all of the Borrower’s and the Guarantors’ Revolving Credit Priority Collateral (existing and future accounts, payment intangibles, inventory, documents, instruments, chattel paper, investment property and commodity forward contracts and related accounts, etc.) ▪ Second priority lien on all Term Loan Priority Collateral
INTEREST RATE	<ul style="list-style-type: none"> ▪ LIBOR + 225 bps
BORROWING BASE	<ul style="list-style-type: none"> ▪ The lesser of (a) the aggregate commitments and (i) the sum of (x) 85% of eligible accounts receivable; plus the lesser of (y) 75% of eligible inventory or 85% of the appraised net orderly liquidation value of eligible inventory; plus (z) during the months of March, April, May, June, July and August, the Seasonal Formula Amount; minus (b) such reserves as the Agent may establish in its Reasonable Credit Judgment ▪ Seasonal Formula Amount is 10% of the appraised net orderly liquidation value of inventory
CONDITIONS PRECEDENT	<ul style="list-style-type: none"> ▪ Customary conditions precedent for financing of this type ▪ Repayment of DIP obligations and confirmation of Plan of Reorganization
COVENANTS	<ul style="list-style-type: none"> ▪ Customary affirmative and negative covenants for financing of this type including, but not limited to Covenant Testing Trigger, Cash Dominion Trigger, limitation on liens and limitation on indebtedness

Exit Term Loan

SIZE AND DESCRIPTION	<ul style="list-style-type: none"> ▪ \$100 - \$125 million Senior Secured Term Loan
TERM	<ul style="list-style-type: none"> ▪ 6 years
GUARANTORS	<ul style="list-style-type: none"> ▪ Each of the Borrower's present and future direct and indirect domestic subsidiaries (the "Guarantors" and with the Borrower, the "Credit Group")
SECURITY	<ul style="list-style-type: none"> ▪ First lien priority on all property and assets (excluding current assets) and a second priority lien on all current assets of the Credit Group
INTEREST RATE	<ul style="list-style-type: none"> ▪ LIBOR + 850 bps (LIBOR floor 100 bps); 98 issue price
MANDATORY PREPAYMENTS	<ul style="list-style-type: none"> ▪ Customary for facilities of this type including prepayments from excess cash flow, the net proceeds of asset sales and the issuance of certain debt securities
CALL PROTECTION	<ul style="list-style-type: none"> ▪ 102, 101, par thereafter
NEGATIVE COVENANTS	<ul style="list-style-type: none"> ▪ Customary for facilities of this type and including limitations on indebtedness, liens, guarantees, mergers & acquisitions, asset sales, restricted payments, capital expenditures and investments
FINANCIAL COVENANTS	<ul style="list-style-type: none"> ▪ Maximum Total Leverage Ratio and Minimum Interest Coverage Ratio
CONDITIONS	<ul style="list-style-type: none"> ▪ Customary for facilities of this type and including ratings from S&P and Moody's

EXHIBIT B

Rights, Duties and Powers of the Ombudsman

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

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PLAN SUPPLEMENT²

Rights, Duties and Powers of the Ombudsman

¹ 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.

² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

SCHOOL SPECIALTY, INC. OMBUDSMAN PLAN SUPPLEMENT

This School Specialty, Inc. Ombudsman Plan Supplement (the “**Supplement**”) supplements that certain Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code dated April 24, 2013 (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “**Plan**”). The Plan provides for the appointment of an Ombudsman. This Supplement further sets forth the rights, duties and powers of the Ombudsman.

**ARTICLE I
DEFINITIONS**

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Plan.

**ARTICLE II
APPOINTMENT**

Section 2.1 Appointment of Ombudsman. The Ombudsman is appointed as of the Effective Date to perform the duties and obligations of the Ombudsman set forth in the Plan, the Confirmation Order, and this Supplement. The Ombudsman shall have the rights, powers, and duties set forth in the Plan, the Confirmation Order, and this Supplement. The Ombudsman is not an officer, director, or fiduciary of any of the Reorganized Debtors.

**ARTICLE III
POWERS, RIGHTS, AND DUTIES
OF THE OMBUDSMAN AND THE REORGANIZED DEBTORS**

Section 3.1 Duties of the Ombudsman. The Ombudsman shall have the following specific duties in addition to any duties conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan or the Confirmation Order; *provided, however*, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Ombudsman to act as specifically required by any other section or provision of the Plan, the Confirmation Order, this Supplement or by any other order of the Bankruptcy Court:

(a) monitor the Trade Election, including, without limitation, by: (i) informing holders of Allowed Trade Unsecured Claims that make the Trade Election (the “Trade Claimants”) of the Ombudsman’s role and duties with respect to the Trade Election; and (ii) interacting with such holders and the Reorganized Debtors to obtain such information as the Ombudsman is entitled to receive under this Supplement, the Confirmation Order, or the Plan;

(b) provide information on the Website (as described in Section 3.6 hereof to the extent created) as to: (i) the identity of, role of, and means of contacting the Ombudsman; (ii) this Supplement; (iii) the dates of any upcoming Distribution; and (iv) any payment default or default of any of the financial covenants in the Exit Facilities;

(c) monitor and pursue remedies or other protections to ensure that the provisions of Article V.I of the Plan and the treatment afforded to holders of Allowed General Unsecured Claims and Allowed Trade Unsecured Claims are adhered to, including by seeking relief from the Bankruptcy Court;

(d) to the extent the Reorganized Debtors have notified the Ombudsman of any Change of Control or any payment default or default of any of the financial covenants in the Exit Facilities (or any refinancings thereof) as set forth in Section 3.3, notify holders of Allowed General Unsecured Claims and holders of Allowed Trade Unsecured Claims of such Change of Control or default; and

(e) attempt to resolve any disputes between General Unsecured Creditors or Trade Unsecured Creditors, on one hand, and the Reorganized Debtors, on the other hand, regarding Distributions to be made to holders of Allowed General Unsecured Claims and Allowed Trade Unsecured Claims, including, without limitation, any dispute arising from any Trade Election by a holder of a Trade Unsecured Claim, including, without limitation, with respect to the provision of Customary Trade Terms and any purported breach thereof. In the event a consensual resolution cannot be reached, the General Unsecured Creditor or Trade Unsecured Creditor, as the case may be, party to the dispute may request that the Ombudsman seek judicial determination of the dispute, including the filing of motions on behalf of and representing such General Unsecured Creditor or Trade Unsecured Creditor, as the case may be, in Bankruptcy Court (or other court of competent jurisdiction in the event the Bankruptcy Court declines to exercise jurisdiction over such dispute). While the Ombudsman may recommend a resolution or settlement, any such recommendation is without administrative or judicial authority and is not binding upon any party.

Section 3.2 No Other Duties. Other than the duties and obligations of the Ombudsman specifically set forth in this Supplement, the Plan, or the Confirmation Order, the Ombudsman shall have no duties or obligations of any kind or nature with respect to its appointment as such.

Section 3.3 Duties of the Reorganized Debtors. The Reorganized Debtors shall have the following specific duties in addition to any duties conferred upon the Reorganized Debtors by any other section or provision of this Supplement, the Plan, or the Confirmation Order; *provided, however*, that the enumeration of the following duties shall not be considered in any way to limit or control the duties of the Reorganized Debtors to act as specifically required by any other section or provision of the Plan, the Confirmation Order, this Supplement, or by any other order of the Bankruptcy Court:

(a) provide to the Ombudsman (x) a matrix of the number of filed and scheduled Allowed General Unsecured Claims and Allowed Trade Unsecured Claims and the amount of each such Claim, and the ongoing efforts with respect to and results of the Trade Election process (including, but not limited to, (i) the identity of the Trade Claimants (including additions to the list), (ii) the date any Trade Election Form was sent to any such Trade Claimant, (iii) the date trade terms (including, but not limited to, Customary Trade Terms) were agreed upon between the Debtors or Reorganized Debtors (as the case may be) and any such Trade Claimant, (iv) any response to the Trade Election Form received from any such Trade Claimant,

(v) the date of all Trade Elections, (vi) a schedule of Trade Payment vesting dates and (vii) amounts remaining under the Distribution Cap (including notice as to if and when the Distribution Cap is exceeded)); and (y) upon reasonable request and only in connection with a dispute between a holder of a Trade Unsecured Claim and the Debtors and/or Reorganized Debtors, copies of the Customary Trade Terms the Debtors or Reorganized Debtors (as the case may be) have proposed to any Trade Claimant, and any response thereto from any such Trade Claimant;

(b) notify the Ombudsman of any retirement and/or satisfaction of any payment obligation to be made on account of Distributions to holders of Allowed General Unsecured Claims and Allowed Trade Unsecured Claims (including the Trade Payment);

(c) notify the Ombudsman of any: (i) sale of assets of any of the Reorganized Debtors or the stock of any of the Reorganized Debtors' subsidiaries no later than ten (10) days before the closing of such sale (or such shorter time period as may be reasonably practicable under the circumstances); (ii) actual Change of Control ten (10) days in advance of the closing of any transaction giving rise to such Change of Control (or such shorter time period as may be reasonably practicable under the circumstances); or (iii) a payment default or default of any of the financial covenants in the Exit Facilities (or any refinancings thereof) after the expiration of any applicable cure periods (regardless of whether such defaults are waived or a forbearance agreement is entered into with respect thereto);

(d) at the Ombudsman's reasonable request, notify all Trade Claimants of any payment default or default of any of the financial covenants in the Exit Facilities (or any refinancings thereof) after the expiration of any applicable cure periods (regardless of whether such defaults are waived or a forbearance agreement is entered into with respect thereto). Such notices shall be provided on the Website (to the extent created) with confidentiality protections reasonably acceptable to the Reorganized Debtors; *provided, however*, that the Ombudsman may provide such notice(s) directly to Trade Claimants in accordance with Sections 3.1 hereof;

(e) at the Ombudsman's reasonable request, notify all holders of Trade Unsecured Claims and General Unsecured Claims of any Change in Control; *provided, however*, that the Ombudsman may provide such notice(s) directly to Trade Claimants in accordance with Sections 3.1 hereof;

(f) to the extent known, notify the Ombudsman of the transfer of any Trade Claimant's entitlement to the Trade Payment;

(g) maintain all documentation related to the Exit Facilities and make available to the Ombudsman copies of any notice of default or default letter in connection therewith and any amendments thereto or refinancings thereof; and

(h) take any and all other actions necessary or appropriate to implement or consummate the Plan, the Confirmation Order, and this Supplement.

Section 3.4 Notice to the Ombudsman. Unless required by Section 3.3 to be provided more or less frequently, the Reorganized Debtors shall provide the notices, matrix, lists, records, or other information required to be provided to the Ombudsman by Section 3.3 hereof on a bi-

weekly basis for two (2) months following the Effective Date and on a monthly basis thereafter. The Reorganized Debtors shall also provide the Ombudsman with access to the notices, matrix, lists, records, or other information described in Section 3.3 hereof upon reasonable request.

Section 3.5 Financial Reporting. To the extent the Reorganized Debtors are no longer a public filer, the Reorganized Debtors shall provide the Ombudsman with copies of all material financial information of the Reorganized Debtors and any of the Reorganized Debtors' subsidiaries as and when provided to the lenders under the Exit Facilities, under any refinancings thereof, or under any other senior financing facility to which the Reorganized Debtors are party from time to time, promptly after delivery thereof, including annual and quarterly financial statements and projections; *provided, however*, that the Reorganized Debtors shall provide such projections to the Ombudsman regardless of whether the Reorganized Debtors are a public filer. To the extent the Reorganized Debtors are no longer a public filer and are not party to any financing facilities that require such financial reporting, the Reorganized Debtors shall provide the Ombudsman with:

(a) for each fiscal year of the Reorganized Debtors, no later than one hundred twenty (120) days following the end of such fiscal year, copies of the consolidated financial statements of the Reorganized Debtors and any of the Reorganized Debtors' subsidiaries as of the end of such fiscal year in the same form as may be provided to any of the shareholders of the Reorganized Debtors;

(b) for each fiscal quarter of the Reorganized Debtors, no later than thirty (30) days following the end of such fiscal quarter (except that any financial information with respect to the fourth fiscal quarter may be delivered no later than the financial information described in clause (a) hereof), copies of the consolidated financial statements of the Reorganized Debtors and any of the Reorganized Debtors' subsidiaries as of the end of such fiscal quarter in the same form as may be provided to any of the shareholders of the Reorganized Debtors; and

(c) annual projections as soon as completed.

Section 3.6 Supplemental Powers of the Ombudsman. The Ombudsman shall have the following specific powers and rights, but not obligations, in addition to any powers conferred upon the Ombudsman by any other section or provision of this Supplement, the Plan, or the Confirmation Order; *provided, however*, that the enumeration of the following powers and rights shall not be considered in any way to limit or control the power or obligation of the Ombudsman to act as specifically authorized by any other section or provision of the Plan, the Confirmation Order, this Supplement, or by any other order of the Bankruptcy Court:

(a) establish a secure, password-protected website (the "Website") pursuant to which the Ombudsman may provide notices and information to holders of Allowed General Unsecured Claims or Allowed Trade Unsecured Claims, including the notices required by this Article 3, the Plan, and the Confirmation Order. The Website shall have security and confidentiality protections reasonably acceptable to the Reorganized Debtors. The Website shall also have the functionality (to the extent practicable) to automatically provide, via electronic mail, any such notices or information to holders of Allowed General Unsecured Claims or Allowed Trade Unsecured Claims who elect to receive automatic notices or information. The

reasonable expenses of establishing and maintaining the Website shall be borne by the Reorganized Debtors. The Ombudsman may retain a noticing agent, the identity of which shall be subject to the consent of the Reorganized Debtors, which consent shall not be unreasonably withheld, to disseminate any such notices or information. The reasonable expenses of retaining any such noticing agent shall be borne by the Reorganized Debtors;

(b) maintain a list of holders of Allowed General Unsecured Claims and Allowed Trade Unsecured Claims who have elected to receive automatic notices via the Website;

(c) maintain lists of holders of Allowed General Unsecured Claims, holders of Allowed Trade Unsecured Claims, and Trade Claimants;

(d) maintain schedules of the status of any disputes between the Debtor and Trade Claimants with respect to the Trade Election;

(e) employ, supervise, and compensate the reasonable fees and expenses of counsel that the Ombudsman may select to assist the Ombudsman with respect to its responsibilities hereunder. The Ombudsman shall only be permitted to select one firm to handle disputes discussed herein. The law firm shall not be disqualified from serving the Ombudsman solely because of its prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their estates, the Creditors' Committee, or any creditors. In the event the Ombudsman chooses to represent a Trade Claimant or holder of an Allowed General Unsecured Claim in court, the Ombudsman may retain such other professionals as are reasonably necessary to handle disputes discussed herein, including, but not limited to, local counsel. The Ombudsman shall be permitted to employ its own firm or any other firm it deems reasonably necessary to carry out its duties as Ombudsman;

(f) engage, supervise, and compensate such other employees and third parties as the Ombudsman may deem necessary or appropriate to assist the Ombudsman in carrying out its powers and duties under the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court;

(g) indemnify employees, professionals, and other third parties in connection with the performance of services, as described in Section 6.2 hereof; and

(h) exercise in its sole discretion such other powers as may be vested in the Ombudsman pursuant to the Plan, the Confirmation Order, this Supplement, or any other order of the Bankruptcy Court.

Section 3.7 Confidentiality. The Ombudsman shall keep confidential the notices, matrix, and other information it receives from the Reorganized Debtors; *provided, however*, that this Section 3.7 shall in no way restrict, restrain, or otherwise prevent the Ombudsman from performing its duties to or exercising its powers to provide the notices and other information to holders of Allowed General Unsecured Claims, holders of Allowed Trade Unsecured Claims, and Trade Claimants required or permitted to be so provided by the terms of the Plan, the Confirmation Order, or this Supplement. In the event the Ombudsman receives any confidential information from the Reorganized Debtors in connection with handling a dispute to which a

Trade Claimant is a party, the Ombudsman shall not use such information for the purposes of handling a separate dispute to which a separate Trade Claimant is party, and shall keep such information confidential. The Ombudsman shall return the notices, matrix, and other information it receives from the Reorganized Debtors in the event of its death, resignation, termination or incompetency.

ARTICLE IV APPOINTMENT AND COMPENSATION OF THE OMBUDSMAN

Section 4.1 Tenure of the Ombudsman. The individual listed on Exhibit A hereto has been appointed by the Creditors Committee as the Ombudsman. The Ombudsman will serve until death or resignation pursuant to Section 4.2, or termination pursuant to Section 5.1.

Section 4.2 Ombudsman's Compensation and Reimbursement. The Ombudsman shall be compensated for its time expended on Ombudsman matters at its standard hourly rates, as such rates may be adjusted from time to time. The Ombudsman shall receive compensation as follows:

(a) Compensation. All of the reasonable fees of the Ombudsman, and all of the reasonable fees of any third parties retained by the Ombudsman in connection with the performance of the Ombudsman's duties hereunder, shall be paid by the Reorganized Debtors.

(b) Expenses. The Reorganized Debtors will pay directly or reimburse, at the Ombudsman's election, all reasonable, out-of-pocket expenses incurred by the Ombudsman and any third parties in connection with the performance of the Ombudsman's duties or supplemental powers hereunder, including but not limited to any reasonable fees and expenses incurred in connection with the Ombudsman's indemnification of any person in accordance with Section 6.2 hereof.

Section 4.3 Payment. The reasonable fees and expenses payable to the Ombudsman shall be paid to the Ombudsman by the Reorganized Debtors without necessity for review or approval by the Bankruptcy Court or any other person. The Reorganized Debtors shall have twenty (20) days from receipt of an invoice or other bill from the Ombudsman to object to such invoice or bill. If the Reorganized Debtors do not so object within twenty (20) days of receipt, the reasonable fees and expenses reflected on the invoice or other bill shall be deemed reasonable, shall no longer be subject to challenge, shall be immediately due and payable, and shall be actually paid within thirty (30) days from receipt of such invoice or other bill.

Section 4.4 Resignation. The Ombudsman may resign by giving not less than thirty (30) days' prior written notice thereof to the Reorganized Debtors. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, and (b) the appointment of a successor and the acceptance by such successor of such appointment. If a successor Ombudsman is not appointed or does not accept its appointment within thirty (30) days following delivery of notice of resignation, the Reorganized Debtors may petition the Bankruptcy Court for the appointment of a successor Ombudsman.

Section 4.5 Appointment of a Successor Ombudsman. In the event of the death, resignation, termination or incompetency of the Ombudsman, the resigning or terminated

Ombudsman, or in the case of its death or incompetency, its firm or organization, shall designate a successor Ombudsman reasonably satisfactory to the Reorganized Debtors. If a successor Ombudsman is not appointed or does not accept its appointment within thirty (30) days following the Ombudsman's death, termination or incompetency, the Reorganized Debtors may petition the Bankruptcy Court for the appointment of a successor Ombudsman. Such appointment shall specify the date on which such appointment shall be effective. In the event of the resignation or termination of the Ombudsman, such resigning or terminated Ombudsman will promptly (a) execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Ombudsman to effect the termination of such Ombudsman's capacity, (b) deliver to the successor Ombudsman all documents, instruments, records and other writings related to the fulfillment of the Ombudsman's rights, powers, or duties as may be in the possession of the Ombudsman (provided that the predecessor Ombudsman may retain one copy of such documents for archival purposes), and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Ombudsman. Every successor Ombudsman appointed hereunder shall execute, acknowledge, and deliver to the Reorganized Debtors an instrument accepting the appointment as Ombudsman, and thereupon the successor Ombudsman, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Ombudsman. The death, resignation, termination or incompetency of the Ombudsman shall not operate to terminate the appointment of the Ombudsman or to revoke any existing agency created pursuant to the terms of the Plan, the Confirmation Order, and this Supplement or invalidate any action theretofore taken by the Ombudsman or any prior Ombudsman.

ARTICLE V TERMINATION

Section 5.1 Termination. The appointment of the Ombudsman shall commence on the Effective Date. The appointment shall terminate upon the earlier of (a) the filing of a certificate of termination by the Ombudsman with the Bankruptcy Court, and (b) the satisfaction of all Allowed Trade Unsecured Claims and Allowed General Unsecured Claims in accordance with the terms of the Plan. In addition, the Reorganized Debtors shall have the right to terminate the Ombudsman if the Ombudsman enters a plea of guilty or *nolo contendere* to a felony or to a misdemeanor involving moral turpitude, or engages in fraud, gross negligence, or willful misconduct in connection with carrying out its powers and duties hereunder, as determined by a court of competent jurisdiction. All reasonable fees and expenses of the Ombudsman through the date of termination shall be paid by the Reorganized Debtors.

Section 5.2 Survival. Sections 3.7, 6.1, 6.2, 6.3, and 6.4 shall survive the expiration of the appointment of the Ombudsman. Except as specifically provided herein, upon the termination of the appointment of the Ombudsman in accordance with Section 5.1, the Ombudsman shall have no further duties or obligations hereunder or as Ombudsman. Any other provision in the Supplement, which, by its terms, specifically survives termination of the Supplement, shall survive termination of the appointment of the Ombudsman.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.1 No Further Liability. The Ombudsman shall not be liable to any party, including, without limitation, the Reorganized Debtors, holders of Allowed General Unsecured Claims, or holders of Allowed Trade Unsecured Claims, for any action taken or omitted by him or her in good faith and reasonably believed by the Ombudsman to be authorized within the discretion or rights or powers conferred upon it in accordance with the Plan, the Confirmation Order, or this Supplement. In performing its, its duties, the Ombudsman shall have no liability for any action taken by him or her in good faith in accordance with the advice of counsel or other professionals retained by the Ombudsman. Without limiting the generality of the foregoing, the Ombudsman may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by the Ombudsman to be genuine, and shall have no liability for actions taken in reliance thereon. None of the provisions of this Supplement shall require the Ombudsman to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of their rights and powers. The Ombudsman may rely without inquiry upon writings delivered to it that it believes to be genuine and to have been given by a proper Person. Specifically, the Ombudsman may rely without inquiry on the records and other notices provided to it by the Reorganized Debtors, including but not limited to the records and notices required to be provided by Section 3.3 hereof. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Ombudsman from any liability for any actions or omissions arising out of its fraud, criminal acts, gross negligence or willful misconduct in connection with carrying out its powers and duties hereunder. Any action taken or omitted to be taken in the case of the Ombudsman with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence or willful misconduct.

Section 6.2 Indemnification of the Ombudsman.

(a) To the fullest extent permitted by law, the Reorganized Debtors will indemnify and hold harmless the Ombudsman and each of its respective partners, officers, agents, professionals, or employees (collectively, the “**Indemnified Persons**”) from and against any and all loss, cost, damage, expense (including, without limitation, reasonable fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person), or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Ombudsman, except to the extent that it is judicially determined by a court of competent jurisdiction that the loss, cost, damage, expense, or liability resulted primarily from the Indemnified Person’s fraud, criminal acts, gross negligence or willful misconduct. To the extent the Ombudsman is required to provide indemnification to any Indemnified Person, the Reorganized Debtors will pay the Ombudsman’s obligations in connection with such indemnification, or reimburse the Ombudsman to the extent the Ombudsman has paid such obligation. The foregoing indemnity in respect of any Indemnified Person shall survive the termination of such Indemnified Person from the capacity for which they are indemnified.

(b) The rights to indemnification under this Section 6.2 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including

without limitation common law rights to indemnification or contribution. Nothing in this Section 6.2 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under any other agreement or instrument to which that Person is a party.

(c) In making a determination with respect to entitlement to exculpation or indemnification hereunder, the person, persons or entity making such determination shall presume that the Indemnified Person is entitled to exculpation and indemnification under this Supplement, and any person seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

Section 6.3 Limitation of Liability. The Ombudsman and his representatives and professionals will not be liable for punitive, exemplary, consequential, special or other damages arising out of, or related to, its services as Ombudsman.

Section 6.4 Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction to adjudicate any dispute between (a) the Ombudsman and the Reorganized Debtors or (b) the Reorganized Debtors and/or the Ombudsman and any holder of an Allowed General Unsecured Claim or Allowed Trade Unsecured Claim, regarding the rights, duties, powers and/or actions of the Ombudsman as set forth in the Plan, the Confirmation Order, and this Supplement, the obligations of the Reorganized Debtors, and any other dispute arising under this Supplement, including but not limited to any dispute arising regarding the reasonable fees, compensation, and expenses of the Ombudsman.

Section 6.5 Descriptive Headings. The headings contained in this Supplement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supplement.

Section 6.6 Amendment and Waiver. The terms of this Supplement may not be amended except by an instrument in writing approved by the Reorganized Debtors.

Exhibit A
Ombudsman

[TBD]

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EXHIBIT C

Board of Directors and Senior Executive Officers of the Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

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

PLAN SUPPLEMENT²

Board of Directors and Senior Executive Officers of the Reorganized Debtors

¹ 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.

² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

**Composition of the Initial Board of Directors and the Initial Senior
Executive Officers of the Reorganized Debtors**

Pursuant to Article V.H.4 of the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated April 24, 2013 [Docket No. 931-1] and section 1129(a)(5) of the Bankruptcy Code, and subject to confirmation of the Plan and occurrence of the Effective Date, this Plan Supplement sets forth the identities and affiliations of the initial boards members and the initial senior executive officers of each Reorganized Debtor as of the Effective Date, to the extent known.

Initial Members of the Board of Directors of Reorganized SSI

On the Effective Date, the board of directors of Reorganized SSI (the "Board") shall initially be comprised of five (5) members, constituted as follows: (a) one (1) director shall be the Debtors' Chief Executive Officer, Michael P. Lavelle; (b) three (3) directors shall each be designated by the three largest Ad Hoc DIP Lenders (as determined based on outstanding principal amount of the Ad Hoc DIP Loans on the Record Date); and (c) one (1) director shall be designated collectively by all other Ad Hoc DIP Lenders. All Board designees shall be required to satisfy applicable Sarbanes Oxley requirements in order to serve.

1. Michael P. Lavelle. Mr. Lavelle has served as President and Chief Executive Officer of School Specialty, Inc. since January 2012. He was previously President of the Education Group of Houghton Mifflin Harcourt and prior to that, served as President of the K-12 and elementary education divisions of the company. During an 11-year term at Houghton Mifflin Harcourt, Mr. Lavelle served in a number of leadership positions and led efforts to acquire and combine several leading industry brands to form the largest K-12 education company in the United States. As President of the Education Group, he was responsible for operations and approximately 90% of revenues spanning U.S. and international markets. From 1997 to 2000, Mr. Lavelle served as Chief Financial Officer for John Zink Company, a portfolio company of Koch Industries.
2. The remaining members of the Board have not yet been identified and shall be disclosed in an additional Plan Supplement to be filed prior to the Confirmation Hearing.

Initial Senior Executive Officers of Reorganized SSI

On the Effective Date, the initial senior executive officers of Reorganized SSI shall be substantially the same as those employed as of the Petition Date with the exception of the School Specialty, Inc.'s Executive Vice President & Chief Administrative Officer, Gerald T. Hughes, who resigned from the Debtors prior to the date hereof. The initial senior executive officers of Reorganized SSI shall be subject to terminations and resignations in the ordinary course of business. The chart below sets forth the names and titles of the initial senior executive officers of Reorganized SSI:

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	President & Chief Executive Officer
David N. Vander Ploeg	Executive Vice President, Chief Financial Officer & Treasurer
Kevin L. Baehler	Senior Vice President & Corporate Controller
Richmond Y. Holden	Executive Vice President for Educators Publishing Service
Joseph F. Franzoi IV	Secretary, Chief Legal Officer
Kathryn Pepper-Miller	Executive Vice President & Chief Marketing Officer
Patrick T. Collins	Senior Vice President Sales
Robert C. Grawien	Senior Vice President, Chief Information Officer
Craig K. Timlick	Vice President/General Manager for SS Canada, Senior VP for Premier Agendas
Roscoe Anthony	Senior Vice President for Califone
Thomas A. Dagleish	Senior Vice President Business Services & General Manager for Brodhead Garrett
Deborah Crimmins	Senior Vice President for Learning & Market Strategy
Mark G. Mullins	Group Vice President, Finance for Educational Resources
Michael J. Killoren	Group Vice President, Transportation/Distribution Operations
William R. Seering	Group Vice President Sales
Shantanu Bose	Group Vice President, Supplies & Teaching Materials
Peter Jones	Vice President Sales Northeast, Educational Resources

Scott Dawson	Vice President Sales West, Educational Resources
Duane Puckett	Vice President Sales South, Educational Resources
Kenneth G. Tucker	Vice President Customer Care
Beth Stallings	Vice President – eCommerce
Matti Prima	Vice President Sales for Literacy & Intervention, ALG
Melissa Delay	Vice President, Brand Strategy
Laura Vartanian	Vice President, Human Resources
Karen A. Riching	Assistant Secretary
Paul Andersen	Assistant Secretary
Tim Kerfien	Assistant Secretary
Nathaniel Fieweger	Assistant Secretary
Douglas A. Barnd	Assistant Secretary
Greg Clemens	Assistant Secretary
Scott Kurtzman	Assistant Secretary
Leonard Adkins	Assistant Secretary
Stephen M. Herren	Assistant Secretary
Joseph B. Gooden	Assistant Secretary
Dave Ciommo	Assistant Secretary

Initial Members of the Board of Directors and Senior Executive Officers of Reorganized Subsidiaries

The charts below set forth the names of the initial directors, and the names and titles of the initial senior executive officers of each Reorganized Subsidiary. On the Effective Date, the initial senior executive officers of Reorganized Subsidiaries shall be substantially the same as those employed as of the Petition Date. The initial senior executive officers of Reorganized Subsidiaries shall be subject to terminations and resignations in the ordinary course of business.

1. Reorganized Bird-In-Hand Woodworks, Inc.

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	Sole Director, President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Steven M. Herren	Assistant Secretary
Karen A. Riching	Assistant Secretary

2. Reorganized Califone International, Inc.

<u>Name</u>	<u>Title</u>
Roscoe Anthony	President
Michael P. Lavelle	Sole Director, Executive Vice President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary
Charles Rosenbach	Assistant Secretary

3. Reorganized Childcraft Education Corp.

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	Sole Director, President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Steven M. Herren	Assistant Secretary
Donna Hutchison	Assistant Secretary
Karen A. Riching	Assistant Secretary

4. Reorganized ClassroomDirect.com, LLC

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary

5. Reorganized Delta Education, LLC

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	President
David N. Vander Ploeg	Vice President & Treasurer
Doug Welles	Vice President, Sales
Thomas G. Guetling	Vice President, Sales
Deborah Burns	Vice President, Marketing
Matthew Bacon	Vice President, Product Development
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary
Kent Walker	Assistant Secretary
Trish M. Kooken	Assistant Secretary
Sonia Rye	Assistant Secretary

6. Reorganized Frey Scientific, Inc.

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	Sole Director, President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary
Kent Walker	Assistant Secretary
Trish M. Kooken	Assistant Secretary
Doug Welles	Assistant Secretary
Sonia Rye	Assistant Secretary

7. Reorganized Premier Agendas, Inc.

<u>Name</u>	<u>Title</u>
Craig K. Timlick	President
Michael P. Lavelle	Sole Director, Executive Vice President
David N. Vander Ploeg	Vice President & Treasurer
John Clarkin	Vice President, Sales
S. Harmen (Harry) deBoer	Vice President, Sales
Andreas Kaufmann	Vice President, Marketing
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary
Pam Brandt	Assistant Secretary
Kristeen M. Peterson	Assistant Secretary

8. Reorganized Sax Arts & Crafts, Inc.

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	Sole Director, President
David N. Vander Ploeg	Vice President & Treasurer
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Karen A. Riching	Assistant Secretary
Joseph B. Gooden	Assistant Secretary
Stephen M. Herren	Assistant Secretary

9. Reorganized Sportime, LLC

<u>Name</u>	<u>Title</u>
Michael P. Lavelle	President
David N. Vander Ploeg	Vice President & Treasurer
Paul Rosengard	Vice President, SPARK
Joseph F. Franzoi IV	Secretary
Kevin L. Baehler	Assistant Secretary
Stephen M. Herren	Assistant Secretary
Joseph B. Gooden	Assistant Secretary
Kecia Carrasco	Assistant Secretary
Karen A. Riching	Assistant Secretary

EXHIBIT D

Certificate of Incorporation for Reorganized School Specialty, Inc.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

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

PLAN SUPPLEMENT²

Certificate of Incorporation for Reorganized School Specialty, Inc.

¹ 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.

² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

of

SCHOOL SPECIALTY, INC.

SCHOOL SPECIALTY, INC., a corporation organized and existing under the laws of the State of [], hereby certifies as follows:

The name of the corporation is SCHOOL SPECIALTY, INC. (the "Corporation"). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of [] on [May •, 2013] (such Certificate of Incorporation, as it may have been amended, supplemented or otherwise modified prior to the filing of this Amended and Restated Certificate of Incorporation, the "Original Certificate of Incorporation"). This Amended and Restated Certificate of Incorporation (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Certificate of Incorporation") was duly adopted in accordance with §§ 251 and 303 of the [] and in accordance with that certain Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan") approved by order of the United States Bankruptcy Court for the District of Delaware in *In re: School Specialty, Inc., et al.*, under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101-1330), as amended (the "Bankruptcy Code"), which Plan became effective on [May •, 2013] (the "Plan Effective Date").

The Original Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

1. **Name.** The name of the Corporation is SCHOOL SPECIALTY, INC.
2. **Registered Office and Agent.** The Corporation's registered office in the State of [] is located at []. The name of its registered agent at such address is [].
3. **Purpose.** The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the [].
4. **Authorized Capital Stock; Number of Shares.** The total number of shares of all classes of capital stock that the Corporation shall have the authority to issue is [Two Million Five Hundred Thousand (2,500,000)] shares, of which (a) [Two Million (2,000,000)] shares shall be common stock, \$0.001 par value per share ("Common Stock"); and (b) [Five Hundred Thousand (500,000)] shares shall be preferred stock, \$0.001 par value per share ("Preferred Stock").

Notwithstanding anything herein to the contrary, the Corporation shall not issue non-voting equity securities of any class, series or other designation to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code; *provided, however*, that the foregoing restriction

(i) shall have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (ii) shall only have such force and effect to the extent and for so long as such Section 1123(a)(6) is in effect and applies to the Corporation and (iii) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

5. **Rights of Stockholders.**

5.1 **Preferred Stock.** Shares of Preferred Stock may be issued from time to time in one or more series. Subject to applicable law and the provisions of this Certificate of Incorporation, the Board of Directors of the Corporation (the "**Board of Directors**") is authorized to determine the designation of any series of Preferred Stock, to fix the number of shares of any series of Preferred Stock, and to determine the rights, powers (including voting powers, if any), preferences, privileges, limitations and restrictions granted to or imposed upon any series of Preferred Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series of Preferred Stock, to increase or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any such series subsequent to the issuance of shares of that series. If the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

5.2 **Common Stock.**

5.2.1 *Relative Rights.* The Common Stock shall be subject to all of the rights, privileges, preferences and priorities of any series of Preferred Stock.

5.2.2 *Dividends.* Subject to the rights of holders of any outstanding series of Preferred Stock, the Board of Directors may cause dividends to be declared and paid on outstanding shares of Common Stock out of funds legally available for the payment of dividends. When, as and if dividends are declared by the Board of Directors, whether payable in cash, in property, in stock or otherwise, in accordance with this Certificate of Incorporation and the Bylaws of the Corporation, as in effect from time to time (the "**Bylaws**"), out of the assets of the Corporation which are at law available therefor, the holders of outstanding shares of Common Stock shall be entitled to share equally in, and to receive in accordance with the number of shares of Common Stock held by each such holder, all such dividends, except that if at any time dividends are declared that are payable in shares of Common Stock, such stock dividends shall be payable at the same rate on the shares of Common Stock and shall be payable only in shares of Common Stock to holders of issued and outstanding shares of Common Stock, and only to the extent that an adequate number of shares of Common Stock are authorized, unreserved and available for the payment of such dividends.

5.2.3 *Liquidation Rights.* In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of issued and outstanding shares of Common Stock shall be entitled to share, ratably according to the number of shares of Common Stock held by each such holder, in the remaining assets of the Corporation available for distribution to its stockholders after the payment, or provision for payment, of all debts and other liabilities of the Corporation and the payment of any outstanding Preferred Stock that has

preferential rights on distributions upon a liquidation, dissolution or winding up of the Corporation.

5.2.4 *Stockholder Voting Rights.* Subject to applicable law and except as otherwise expressly provided elsewhere in this Certificate of Incorporation or the Bylaws, and subject to the rights of holders of any outstanding series of Preferred Stock, (i) each holder of record of one or more issued and outstanding shares of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation, and (ii) the approval of all matters brought before the stockholders of the Corporation shall require, in addition to any other vote required by law, the affirmative vote of the holders of a majority of the then-issued and outstanding shares of Common Stock.

5.3 *Consideration.* Subject to applicable law and except as otherwise provided in this Certificate of Incorporation, the capital stock of the Corporation, regardless of class or series, may be issued for such consideration and for such corporate purposes as the Board of Directors may from time to time determine.

5.4 *Special Meetings.* Special meetings of stockholders shall be called by the President of the Corporation when requested to do so by any three directors or upon the written request (which shall state the purpose or purposes therefor) of the holders of shares of common stock representing not less than one-third of the total voting power of all shares of common stock entitled to vote on any issue proposed to be considered at the meeting. The record date for determining the stockholders entitled to request a special meeting shall be the date on which the first demand for a special meeting is received by the Corporation. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice.

6. *Directors.* This Section 6 is inserted for the management of the business and for the conduct of the affairs of the Corporation and it is expressly provided that it is intended to be in furtherance of and not in limitation or exclusion of the powers conferred by applicable law.

6.1 *Powers.* Except as may otherwise be provided in this Certificate of Incorporation or the [], the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

6.2 *Composition of the Board of Directors.*

6.2.1 The total number of directors constituting the entire Board of Directors shall be not less than three (3) nor more than nine (9) directors, the exact number of directors to be fixed by, or in the manner provided in, the Bylaws of the Corporation; *provided, however*, that as of the Plan Effective Date, the Board of Directors shall consist of the five directors (such five directors, the "Initial Board") identified in the Plan Supplement filed with the Bankruptcy Court on May •, 2013 (the "Plan Supplement"), *provided* that such individuals remain available to serve in such capacity.

6.2.2 Subject to the voting rights, if any, of holders of any outstanding series of Preferred Stock, the holders of the issued and outstanding shares of Common Stock shall have the right and power to elect all the directors of the Corporation by vote of holders of a majority

of the votes of the issued and outstanding shares of Common Stock present in person or represented by proxy at any meeting at a which a quorum is present called for the purpose of electing directors.

6.2.3 The election of directors need not be by written ballot.

6.3 **Tenure.** The term of office of each director shall continue until the election and qualification of a successor, subject to such director's earlier death, resignation or removal. No decrease in the number of directors shall shorten the term of any incumbent director.

6.4 **Removal.** Except as otherwise provided by this Certificate of Incorporation or the [], any director may be removed at any time, with or without cause, upon the affirmative vote of holders of at least a majority of the issued and outstanding shares of Common Stock.

6.5 **Vacancies.** Any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office, or other cause, shall be filled by either (i) a majority vote of the remaining directors then in office (even if less than a quorum), or (ii) a majority of the votes of the issued and outstanding shares of Common Stock present in person or represented by proxy at a special meeting of stockholders called for such purpose in accordance with the terms of the Bylaws. Any director(s) so chosen shall hold office until their respective successors are duly elected, subject to such director's earlier death, resignation or removal.

6.6 **Cumulative Voting.** There shall not be cumulative voting by stockholders in the election of directors of the Corporation.

6.7 **Committees.** The Board of Directors may, in the manner provided in the Bylaws, designate one or more committees which, to the extent provided in the Bylaws or any resolution of the Board of Directors, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation to the fullest extent permitted by law, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors. No such committee shall have the authority to (i) declare a dividend, (ii) authorize the issuance of capital stock, (iii) approve any action requiring a stockholder vote under the [] or the Certificate of Incorporation or the Bylaws, (iv) fill vacancies on the Board of Directors or on any committee, (v) approve any amendment to the Certificate of Incorporation or the Bylaws, or (vi) terminate the chief executive officer of the Corporation.

6.8 **Bylaws.** In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized and empowered to make, alter and repeal any or all of the Bylaws, subject to the power of the stockholders of the Corporation to alter or repeal any Bylaws made or altered by the Board of Directors.

7. **Compromise, Arrangement or Reorganization.** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of [] may, on the application in a summary way of this Corporation

or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the [] or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of the [], order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

8. **Limitation of Liability.** No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, including breaches resulting from such director's grossly negligent behavior, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the [] or (d) for any transaction from which the director derived any improper personal benefits. If the [] is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the [], as so amended. Any repeal or modification of this Section 8 by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

9. **Indemnification.**

(a) To the extent not prohibited by law, the Corporation shall indemnify any Person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such Person, or a Person of whom such Person is the legal representative, is or was a director or officer of the Corporation, or is or was serving as a director, officer, manager, member, employee or agent or in any other capacity at the request of the Corporation, for any other corporation, company, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity") while serving as a director or officer of the Corporation, against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such Person in connection with such Proceeding, if such Person acted in good faith and in a manner such Person believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. To the extent specified by the Board of Directors at any time and to the extent not prohibited by law, the Corporation may indemnify any Person who is or was made, or threatened to be made, a party to any threatened, pending or completed Proceeding, whether civil, criminal, administrative or investigative,

including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such Person is or was an employee or agent of the Corporation, or is or was serving as a director, officer, manager, member, employee or agent or in any other capacity at the request of the Corporation, for any Other Entity, against judgment, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such Person in connection with such Proceeding, if such Person acted in good faith and in a manner such Person believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(b) The Corporation shall, from time to time, reimburse or advance to any director or officer or other Person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; *provided, however*, that, if required by the [], such expenses incurred by or on behalf of any director or officer or other Person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other Person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other Person is not entitled to be indemnified for such expenses.

(c) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 9 shall not be deemed exclusive of any other rights to which a Person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate of Incorporation, the Bylaws, any agreement (including any policy of insurance purchased or provided by the Corporation under which directors, officers, employees and other agents of the Corporation are covered), any vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(d) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 9 shall continue as to a Person who has ceased to be a director or officer (or other Person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such Person.

(e) The Corporation shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of an Other Entity, against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not the Corporation would have the power to indemnify such Person against such liability under the provisions of this Section 9, the Bylaws or under Section 145 of the [] or any other provision of law.

(f) The provisions of this Section 9 shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this

Section 9 is in effect and any other Person indemnified hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other Person intend to be legally bound. No repeal or modification of this Section 9 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

(g) The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 9 shall be enforceable by any Person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) that such Person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such Person is not so entitled. Such a Person shall also be indemnified, to the fullest extent permitted by law, for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such action.

(h) Any director or officer of the Corporation serving in any capacity in (i) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (ii) any employee benefit plan of the Corporation or any corporation referred to in clause (i) shall be deemed to be doing so at the request of the Corporation.

(i) Any Person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Section 9 may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; *provided, however*, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

10. **Stockholder Action Without a Meeting.** Any action required or permitted to be taken by the holders of Common Stock of the Corporation, including but not limited to the election or removal of directors, may be taken by written consent or consents but only if such consent or consents are signed by holders of outstanding shares of Common Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares thereon were present and voted.

11. **Books and Records.** The books and records of the Corporation may be kept (subject to any provision contained in the [] or other applicable law) at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

12. **Notices.** All notices, requests, waivers and other communications made pursuant to this Certificate of Incorporation shall be in writing and shall be deemed to have been effectively given or delivered (a) when personally delivered to the party to be notified; (b) when sent by confirmed facsimile to the party to be notified; (c) three (3) business days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified; or (d) one (1) business day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-business day delivery guaranteed, in each case as follows: (i) in the case of any stockholder, to such stockholder at its address or facsimile number set forth in the stock records of the Corporation; and (ii) in the case of the Corporation, to the Secretary of the Corporation at the Corporation's principal place of business. A party may change its address for purposes of notice hereunder by (x) in the case of the Corporation, giving notice of such change to all of the stockholders in the manner provided in this Section 13 and (y) in the case of any stockholder, giving notice of such change to the Corporation in the manner provided in this Section 13.

13. **Restrictions on Transactions.** The Corporation elects not to be governed by the provisions of Section 203 of the [].

14. **Amendments.** The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, in accordance with the following provisions of this Section 14. The affirmative vote of holders of a majority of the then-issued and outstanding shares of Common Stock shall be required to amend or modify this Certificate of Incorporation.

15. **Enforceability; Severability.** Each provision of this Certificate of Incorporation shall be enforceable in accordance with its terms to the fullest extent permitted by law, but in case any one or more of the provisions contained in this Certificate of Incorporation shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Certificate of Incorporation, and this Certificate of Incorporation shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

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EXHIBIT E

Bylaws for Reorganized School Specialty, Inc.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

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

PLAN SUPPLEMENT²

Bylaws for Reorganized School Specialty, Inc.

¹ 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.

² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

BYLAWS
of
SCHOOL SPECIALTY, INC.

(Effective as of _____, 2013)

ARTICLE I

Offices

1. Business Offices. The Corporation may have one or more offices at such place or places, either within or outside the State of [], as the Board of Directors may from time to time determine or as the business of the Corporation may require.

2. Registered Office. The registered office of the Corporation shall be as set forth in the Amended and Restated Certificate of Incorporation of the Corporation (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Certificate of Incorporation"), unless changed as provided by the provisions of the [].

ARTICLE II

Stockholders' Meetings

1. Annual Meetings. An annual meeting of stockholders of the Corporation for the election of directors shall be held in each year beginning in 2014, on such date and at such time as the Board of Directors shall designate. At any such annual meeting, the stockholders entitled to vote thereon shall elect directors of the Corporation, each to serve for a term ending on the date of the next annual meeting of stockholders or until their earlier death, resignation or removal, and shall transact such other business as may properly come before the meeting; *provided, however*, that no annual meeting of stockholders need be held if directors are elected by written consent of the stockholders entitled to vote thereon in lieu of an annual meeting, in accordance with Section 211 of the [].

2. Special Meetings. Special meetings of stockholders shall be called by the President of the Corporation when requested to do so by any three directors or upon the written request (which shall state the purpose or purposes therefor) of the holders of shares of common stock representing not less than one-third of the total voting power of all shares of common stock entitled to vote on any issue proposed to be considered at the meeting. The record date for determining the stockholders entitled to request a special meeting shall be the date on which the first demand for a special meeting is received by the Corporation. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice.

3. Place of Meetings. Meetings of stockholders may be held (i) at any place within or outside the State of [] designated by the Board of Directors or, in the case of a special meeting that is called at the request of stockholders, the stockholders that requested such meeting to be called, or (ii) if the Board of Directors or such stockholders so determines, solely by means of remote communication. Any stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting. In the absence of any such designation by the Board of Directors or such stockholders, stockholder meetings shall be held at the principal place of business of the Corporation.

4. Notice of Meetings. Not less than ten (10) or more than sixty (60) days prior to each annual or special meeting of the Corporation's stockholders, written notice of the meeting shall be given to each stockholder entitled to vote at such meeting (unless such notice is waived by such stockholder as provided in Article IV of these Bylaws); *provided, however*, that if greater notice is required by the [], the provisions of the [] shall govern. Notices shall be delivered by (a) personal delivery, (b) electronic transmission in the manner provided in Section 232 of the [], (c) registered or certified mail, postage prepaid, return receipt requested, or (d) nationally recognized overnight or other express courier service. All notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery if delivered during normal business hours of the recipient, and if not delivered during such normal business hours, on the next business day following delivery, (ii) if by electronic transmission, in accordance with Section 232 of the [], (iii) if by mail, on the fifth day after deposit in the mail, addressed to the stockholder at the address of such stockholder appearing in the records of the Corporation, and (iv) if by courier service, on the second business day after dispatch of a notice addressed to the stockholder at the address of such stockholder appearing in the records of the Corporation. The notice of any meeting shall state the place, if any, date and time of the meeting. The notice of a special meeting shall, in addition, state the purposes of the meeting.

5. Stockholders List. A complete record of the stockholders entitled to vote at each meeting (or an adjourned meeting described in Section 9 of this Article II), arranged by class of shares and, within each class, in alphabetical order, showing the address of each stockholder and the number of shares of each class of common stock registered in the name of such stockholder, shall be prepared by the officer or agent of the Corporation who has charge of the stock transfer books of the Corporation. Such record of stockholders shall be available for inspection by any stockholder beginning on the earlier of ten (10) days before the meeting or two (2) days after notice is given and continuing through the meeting and any adjournment thereof, subject to the requirements of the [], either on a reasonably accessible electronic network, provided that the information required to gain access to such network is provided with the notice of the meeting, or during normal business hours at the principal place of business of the Corporation. Such record of stockholders shall also be produced and kept at the time and place of the meeting during the whole time thereof and shall be subject to inspection for any purpose germane to the meeting by any stockholder who may be present.

6. Organization. The Chairman of the Board of Directors or, in the Chairman's absence, the President (or, in the President's absence, any Vice President) shall call meetings of stockholders to order and act as chairperson of such meetings. In the absence of said officers, any stockholder entitled to vote at the meeting, or any proxy of any such stockholder, may call the meeting to order and a chairperson shall be elected by the affirmative vote of holders of a

majority of the shares of common stock present in person or represented by proxy and entitled to vote at such meeting. The Secretary or any Assistant Secretary of the Corporation or any person appointed by the chairperson may act as secretary of such meetings.

7. Agenda and Procedure. The Board of Directors shall have the responsibility of establishing an agenda for each meeting of stockholders, subject to the rights of stockholders to raise matters for consideration which may otherwise properly be brought before an annual meeting although not included within the agenda. The chairperson shall be charged with the orderly conduct of all meetings of stockholders.

8. Quorum. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, the [] or other applicable law, at any annual or special meeting of stockholders, the holders of shares representing a majority of the voting power of the then-issued and outstanding shares entitled to vote on a matter at the meeting, either present in person or represented by proxy, shall constitute a quorum with respect to action on such matter, and action may be taken with respect to any matter presented at the meeting only if a quorum exists with respect to such matter. However, in the absence of a quorum at any meeting of stockholders, the holders of shares representing a majority of the voting power of the then-issued and outstanding shares that are present in person or represented by proxy at the meeting and are entitled to vote on one or more matters at the meeting may adjourn the meeting from time to time without further notice (except as provided in Section 9 of this Article II) until a quorum shall be present or represented.

9. Adjournment. When a meeting is for any reason adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. However, if the adjournment is for more than thirty (30) days from the date of the original meeting, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

10. Voting.

a. Except as otherwise required by law or otherwise provided in the Certificate of Incorporation or these Bylaws, and subject to the rights of holders of any series of preferred stock of the Corporation, (i) at every meeting of stockholders (or with respect to corporate action which may be taken without a meeting), every holder of record of stock of the Corporation entitled to vote on any matter at such meeting shall be entitled, with respect to such matter, to one (1) vote for each share of such stock held of record by such stockholder on the record date designated therefor pursuant to Article IX, Section 3 of these Bylaws (or the record date established pursuant to statute in the absence of such designation); (ii) whenever directors are to be elected by vote of stockholders, they shall be elected in accordance with the provisions of Article III, Section 1 of these Bylaws; and (iii) whenever any corporate action, other than the election of directors, is to be taken by vote of stockholders, such corporate action shall be authorized by the affirmative vote of holders of a majority of the shares of common stock present in person or represented by proxy and entitled to vote with respect to such corporate action.

b. At any meeting of stockholders, a stockholder may vote the stockholder's shares either in person or by proxy. A stockholder may appoint a proxy in person or through an attorney-in-fact and such appointment may be transmitted by telegram, teletype, or other written statement of appointment permitted by the []. The appointment of a proxy shall be effective for eleven (11) months from the date of such appointment unless a different period is expressly specified in the appointment form.

c. The voting rights of fiduciaries, beneficiaries, pledgors, pledgees and joint, common and other multiple owners of shares of stock shall be as provided from time to time by the [] and any other applicable law.

d. Shares of the Corporation held of record by another corporation that are entitled to vote may be voted by such officer, agent or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such other corporation may determine.

11. Inspectors. The chairperson of the meeting may at any time appoint one or more inspectors to serve at a meeting of the stockholders. Such inspectors shall decide upon the qualifications of voters, including the validity of proxies, accept and count the votes for and against the questions presented, report the results of such votes, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of stock issued and outstanding and entitled to vote thereon and the number of shares voted for and against the questions presented. The voting inspectors need not be stockholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against such director's or officer's election to any position with the Corporation or on any other question in which such officer or director may be directly interested.

12. Stockholder Director Nominations.

a. Stockholders shall be entitled to submit one or more nominees for election as directors to be voted upon by stockholders at any annual meeting or at any special meeting of the stockholders called for such purpose, provided that such nominations comply with the procedures set forth in this Section 12. Only those nominations which satisfy all requirements specified in this Section 12 shall be deemed "Qualified Stockholder Nominations".

b. In order for nominees to constitute "Qualified Stockholder Nominations", all of the following requirements must be satisfied:

1. The nominations must be made for an election to be held at an annual meeting of stockholders or at a special meeting of stockholders called for such purpose;

2. The nominees must be submitted by a stockholder who shall be (i) entitled to vote with respect to the election of directors and (ii) a record holder on the record date for determining stockholders entitled to receive notice of and to vote at such annual meeting or special meeting (a "Proposing Stockholder");

3. The Proposing Stockholder must deliver a written notice identifying such nominees to the Corporation's Secretary at the Corporation's principal place of business at least seven (7) business days prior to the meeting by (i) personal delivery, (ii) facsimile transmission, (iii) registered or certified mail, postage prepaid, return receipt requested, or (iv) nationally recognized overnight or other express courier service. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery if delivered during normal business hours of the Corporation, and if not delivered during such normal business hours, on the next business day following delivery, (b) if by facsimile transmission, on the next business day following dispatch of such facsimile, (c) if by courier service, on the second business day after dispatch of a notice addressed to the Corporation, and (d) if by mail, on the fifth day after deposit in the mail, addressed to the Corporation;

4. The Proposing Stockholder's notice must include: (i) the name and address of the Proposing Stockholder, as they appear on the Corporation's books, and the telephone number at which the Proposing Stockholder may be contacted during normal business hours through the time for which the meeting is scheduled, (ii) the class and number of shares of common stock which are owned by the Proposing Stockholder, and (iii) the names and qualifications of the Proposing Stockholder's nominees; and

5. The Proposing Stockholder must also provide such other information as any officer of the Corporation shall reasonably deem relevant with respect to the nominees within such time limits as any officer of the Corporation shall reasonably impose for such information.

ARTICLE III

Board of Directors

1. Election and Term. The business and affairs of the Corporation shall be managed by or at the direction of the Board of Directors. Except as otherwise provided by law or the Certificate of Incorporation, and subject to the rights of any outstanding series of Preferred Stock, directors will be elected by vote of holders of a majority of the issued and outstanding shares of common stock present in person or represented by proxy at the meeting and entitled to vote thereon. Each director shall be elected to serve and to hold office until the next succeeding annual meeting and until such director's successor shall be elected and shall qualify, or until such director's earlier death, resignation or removal. The initial directors of the Corporation shall be the five individuals identified in the Plan Supplement filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on May [•], 2013 (the "Plan Supplement") in connection with that certain Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan") approved by order of the Bankruptcy Court in *In re: School Specialty, Inc., et al.*, which Plan became effective on [•, 2013] (the "Plan Effective Date"), provided that such individuals remain available to serve in such capacity, and each such individual shall serve until the annual meeting of stockholders to be held in 2014 and until his or

her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

2. Number of Directors. The initial Board of Directors shall consist of five (5) directors. At any time after the Plan Effective Date, subject to the limitations set forth in the Certificate of Incorporation, the number of directors may be changed from time to time by resolution adopted by the affirmative vote of a majority of the whole Board of Directors. No decrease in the number of directors shall shorten the term of any incumbent director.

3. Qualification. Directors must be natural persons at least eighteen (18) years of age but need not be stockholders. Directors must satisfy the requirements of the Sarbanes-Oxley Act of 2002, and at least three (3) directors must be independent in accordance with the requirements of Rule 10A-3 of the Securities Exchange Act of 1934 and the rules of any exchange on which the Corporation's common stock is listed.

4. Annual Meetings. On the same day each year as, and immediately following, an annual stockholders' meeting, the Board of Directors shall meet for the purpose of organization, election of officers and the transaction of any other business.

5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time or times (not less frequently than once each calendar quarter) as may be determined by the Board of Directors and specified in the notice of such meetings.

6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, and shall be called by the Chairman of the Board on the written request of any two (2) directors.

7. Place of Meetings. Any meeting of the Board of Directors may be held at such place or places as shall from time to time be determined by the Board of Directors and as shall be designated in the notice of the meeting. If no other place is designated in the notice of the meeting, such meeting shall be held at the Corporation's principal executive offices.

8. Notice of Meetings. Notice of each meeting of directors, whether annual, regular or special, shall be given to each director (unless such notice is waived by such director as provided in Article IV of these Bylaws). If such notice is given either (a) by personally delivering written notice to a director or (b) by personally telephoning such director, it shall be so given at least five (5) days prior to the meeting. If such notice is given either (1) by depositing a written notice by overnight courier service, postage prepaid, or (2) by facsimile or e-mail transmission, in all cases directed to such director at that person's residence or place of business, it shall be so given at least ten (10) days prior to the meeting. The notice shall state the date and time thereof, but need not, unless otherwise required by the [], state the purposes of the meeting.

9. Meetings by Telecommunication. One or more members of the Board of Directors or any committee designated by the Board of Directors may hold or participate in a meeting of the Board of Directors or such committee through the use of any means of communication by which all persons participating can hear each other at the same time. Any

director participating in a meeting by any such means of communication is deemed to be present in person at the meeting.

10. Quorum. A majority of the number of directors fixed by or in accordance with Section 2 of this Article III that are entitled to vote shall constitute a quorum at all meetings of the Board of Directors. In the absence of a quorum at any such meeting, a majority of the directors present and entitled to vote may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present. The vote of a majority of the directors present and entitled to vote at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the express provision of a statute, the Certificate of Incorporation or these Bylaws requires a different vote, in which case such express provision shall govern and control.

11. Organization, Agenda and Procedure. The directors shall choose a Chairman of the Board to preside over the meetings of the Board of Directors. The Secretary, any Assistant Secretary, or any other person appointed by the Chairman of the Board shall act as secretary of each meeting of the Board of Directors. The agenda of and procedure for such meetings shall be as determined by the Board of Directors. All proposed agenda topics and documents to be reviewed at the annual meetings and the regular meetings shall be delivered to each director at least seven (7) days prior to any such meeting.

12. Resignation. Any director of the Corporation may resign at any time by giving written notice of such director's resignation to the Board of Directors, the President, any Vice President or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director who resigns may deliver to the Secretary of State for filing a statement to that effect.

13. Vacancies. Vacancies on the Board of Directors shall be filled in the manner provided in Section 6.5 of the Certificate of Incorporation.

14. Committees.

a. The Board of Directors, by resolution adopted by a majority of the number of directors fixed by or in accordance with Section 2 of this Article III (assuming the absence of vacancies on the Board of Directors), (i) shall from time to time designate from among its members an audit committee, a compensation committee and a nominating and corporate governance committee (each to consist of not less than three (3) directors), and (ii) may from time to time designate from among its members one or more other committees. The Board of Directors shall designate a chairperson of each such committee from among its members. Each such committee, to the extent provided in such resolution and except as otherwise prescribed by the [], shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation between meetings of the Board of Directors; *provided, however*, that no such committee shall have the authority to: (a) approve or propose to stockholders any action that the [], the Certificate of Incorporation or the Bylaws require to be approved by stockholders, (b) adopt, amend, or repeal these Bylaws, (c) declare a dividend, (d) authorize the issuance of capital stock, (e) fill vacancies on the Board of Directors or on any committee, (f)

approve any amendment to the Certificate of Incorporation or the Bylaws, or (g) terminate the chief executive officer of the Corporation. Any or all members of any committee may be removed, with or without cause, by resolution of the Board of Directors. Rules governing the procedures for meetings of the audit, compensation, nominating and corporate governance, or other committees shall be as established by the Board of Directors.

b. *Audit Committee.* The Audit Committee shall be responsible for recommending Board of Director action related to (i) the discharge of the Board of Directors' responsibilities with respect to overseeing the integrity of the Corporation's financial statements, compliance with legal and regulatory requirements, risk assessment and risk management policies and procedures, and performance of the internal and external audit functions, and (ii) hiring, monitoring the performance of and, if necessary, replacing the independent auditors. In carrying out these responsibilities, the Audit Committee shall review with the Board of Directors, management and the independent auditors the terms of engagement of the independent auditors, including the fees, scope and timing of the audit and any other services rendered by the independent auditors. The Audit Committee shall make recommendations to the Board of Directors with respect to the approval of any significant non-audit relationship with the independent auditors and assess the independent auditors' qualifications and independence. The Audit Committee shall: (i) review with the independent auditors and management the Corporation's policies and procedures with respect to internal auditing, accounting and financial controls; (ii) review audit results, reports and recommendations made by any of the auditors with respect to changes in accounting procedures and internal controls; and (iii) review the results of studies of the Corporation's system of internal accounting controls. The Audit Committee shall perform any other duties or functions otherwise deemed appropriate or necessary by the Board of Directors. The Audit Committee shall have the power and right to hire and rely on independent counsel and other advisors. The Audit Committee shall have the authority to communicate directly with the Corporation's financial officers and employees, internal auditors and independent auditors as it deems desirable and to have the internal auditors or independent auditors perform any additional procedures as it deems appropriate.

c. *Compensation Committee.* The Compensation Committee shall be responsible for recommending Board of Directors action with respect to: (i) benefit plans of the Corporation, (ii) evaluation and retention of senior executives of the Corporation, and (iii) compensation of executives and directors of the Corporation. The Compensation Committee shall recommend the President's compensation to the Board of Directors, and shall review the compensation and benefits of other officers of the Corporation. The Compensation Committee shall perform any other duties or functions otherwise deemed appropriate or necessary by the Board of Directors. The Compensation Committee shall have the power and right to hire and rely on independent counsel and other advisors.

d. *Nominating and Corporate Governance Committee.* The Nominating and Corporate Governance Committee shall be responsible for recommending Board of Directors action with respect to Board of Directors composition and corporate governance matters. In carrying out these responsibilities, the Nominating and Corporate Governance Committee shall develop procedures and criteria for selecting qualified directors, identify qualified candidates, and recommend to the Board of Directors a slate of directors to be presented for election by stockholders at each annual meeting of the stockholders of the Corporation. The Nominating

and Corporate Governance Committee shall also develop, recommend to the Board of Directors and periodically review a set of corporate governance guidelines, and provide oversight and guidance for the annual evaluation of the Board of Directors as a whole. The Nominating and Corporate Governance Committee shall perform any other duties or functions otherwise deemed appropriate or necessary by the Board of Directors or required by applicable rules or regulations. The Nominating and Corporate Governance Committee shall have the power and right to hire and rely on independent counsel and other advisors.

15. Compensation of Directors. Each non-employee director shall be paid such amount per annum or such fixed sum reasonably determined by the Board of Directors from time to time to be market-rate compensation for attendance at meetings of the Board of Directors, audit, compensation, nominating and corporate governance or other committees, together with reimbursement for the reasonable and necessary expenses incurred by such director in connection with the performance of such director's duties (including, but not limited to, expenses incurred in attending meetings of the Board of Directors). Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity or any of its subsidiaries in any other capacity and receiving proper compensation therefor.

ARTICLE IV

Waiver of Notice by Stockholders and Directors; Action of Stockholders and Directors by Consent

1. Waiver of Notice. A stockholder may waive any notice required by the [] or by the Certificate of Incorporation or these Bylaws, and a director may waive any notice of a directors meeting, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Any such waiver shall be in writing, be signed by the stockholder or director entitled to the notice, and be delivered to the Secretary of the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. Attendance of a stockholder (in person or by duly authorized proxy) at a meeting of stockholders, or attendance or participation by a director at a meeting of the Board of Directors, (a) shall be deemed a waiver of objection to lack of required notice or defective notice of the meeting, unless the stockholder at the beginning of the meeting, or the director, at the beginning of the meeting or promptly upon his or her later arrival, expressly objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting, and (b) shall be deemed a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, or of a matter without special notice required by the [], the Certificate of Incorporation, or these Bylaws, unless the stockholder or director expressly objects to considering the matter when it is presented and does not thereafter vote for or assent to action taken at the meeting with respect to such matter.

2. Action By Written Consent Without a Meeting.

a. Unless the Certificate of Incorporation or the [] expressly requires that such action be taken solely at a stockholders' meeting, any action required or permitted to be

taken at an annual or special meeting of the stockholders of the Corporation may be taken without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in [], its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Such action shall be effective as of the time the last writing necessary to effect the action is received by the Corporation, unless all writings necessary to effect the action specify a later time, in which case the later time shall be the time of the action; *provided, however*, such action shall not be effective if the last writing necessary to effect the action is received by the Corporation later than sixty (60) days after the date the first such written consent was received by the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

b. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such action shall be effective as of the time the last director signs a writing describing the action taken unless before such time the Secretary has received a written revocation of the consent of any other director, and any action so taken shall be effective at the time taken unless the directors specify a different effective time.

ARTICLE V

Officers

1. Election and Tenure. The officers of the Corporation shall consist of a Chairman of the Board, a President, a Chief Financial Officer, a Secretary and a Treasurer, each of whom shall be appointed annually by the Board of Directors. The Board of Directors may also designate and appoint such other officers and assistant officers as may be deemed necessary or advisable. The Board of Directors may expressly delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Any two or more offices may be held by the same person. Each officer so appointed shall continue in office until a successor shall be appointed and shall qualify, or until the officer's earlier death, resignation or removal. Each officer shall be a natural person who is eighteen (18) years of age or older.

2. Resignation, Removal and Vacancies. Any officer may resign at any time by giving written notice of resignation to the Board of Directors or the President. Such resignation shall take effect when the notice is received by the Corporation unless the notice specifies a later date, and acceptance of the resignation shall not be necessary to render such resignation effective unless such resignation so states. Any officer may at any time be removed by the affirmative vote of a majority of the number of directors fixed by or in accordance with Section 2 of Article

III of these Bylaws. If any office becomes vacant for any reason, the vacancy may be filled by the Board of Directors. An officer appointed to fill a vacancy shall be appointed for the unexpired term of such officer's predecessor in office and shall continue in office until a successor shall be elected or appointed and shall qualify, or until such officer's earlier death, resignation or removal. The appointment of an officer shall not itself create contract rights in favor of the officer, and the removal of an officer shall not affect the officer's contract rights, if any, with the Corporation, and the resignation of an officer does not affect the Corporation's contract rights, if any, with the officer.

3. Chairman of the Board. The Chairman of the Board shall preside over the meetings of the Board of Directors and have such powers and responsibilities as are incident thereto. However, the Chairman of the Board shall not have responsibility for the day-to-day business operations of the Corporation.

4. President. The President shall be the chief executive officer of the Corporation. The President shall (i) preside at meetings of the stockholders; (ii) have general and active management of the business of the Corporation, and preside over the day-to-day business operations of the Corporation; (iii) see that all orders and resolutions of the Board of Directors are carried into effect; and (iv) perform all duties as may from time to time be assigned by the Board of Directors.

5. Chief Financial Officer. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the President, and shall perform such duties and have such powers and responsibilities as are incident to the office of Chief Financial Officer. In addition, the Chief Financial Officer shall have, along with the President, responsibility for the day-to-day business operations of the Corporation.

6. Vice Presidents. The Vice Presidents, if any, shall perform such duties and possess such powers as from time to time may be assigned to them by the Board of Directors or the President. In the absence of the President or in the event of the inability or refusal of the President to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of the election or appointment of the Vice Presidents) shall perform the duties of the President and when so performing shall have all the powers of and be subject to all the restrictions upon the President.

7. Secretary. The Secretary shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the President. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of Secretary, including, without limitation, the duty and power to give notice of all meetings of stockholders and the Board of Directors, the preparation and maintenance of minutes of the directors' and stockholders' meetings and other records and information required to be kept by the Corporation under Article IX of these Bylaws and for authenticating records of the Corporation, and to be custodian of the corporate seal and to affix and attest to the same on documents, the execution of which on behalf of the Corporation is authorized by these Bylaws or by the action of the Board of Directors.

8. Treasurer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, making proper accounts thereof, and to render as required by the Board of Directors statements of all such transactions as Treasurer and of the financial condition of the Corporation.

9. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. In the absence, inability or refusal to act of the Secretary or the Treasurer, the Assistant Secretaries or Assistant Treasurers, respectively, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election or appointment, shall perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be.

10. Bond of Officers. The Board of Directors may require any officer to give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for such terms and conditions as the Board of Directors may specify, including, without limitation, for the faithful performance of such officer's duties and for the restoration to the Corporation of any property belonging to the Corporation in such officer's possession or under the control of such officer.

11. Salaries. Officers of the Corporation shall be entitled to such salaries, emoluments, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors or in such manner as the Board of Directors shall provide.

ARTICLE VI

Execution of Instruments; Borrowing; Checks and Endorsements; Deposits; Proxies

1. Execution of Instruments. The President or any Vice President shall have the power to execute and deliver on behalf of and in the name of the Corporation any instrument requiring the signature of an officer of the Corporation, except as otherwise provided in these Bylaws or when the execution and delivery of the instrument shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Unless authorized to do so by these Bylaws or by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

2. Borrowing. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board of Directors or a committee designated by the Board of Directors so to act. Such authority may be general or confined to specific instances. When so authorized, an officer may (a) effect loans at any time for the Corporation from any bank or other entity and for such loans

may execute and deliver promissory notes or other evidences of indebtedness of the Corporation; and (b) mortgage, pledge or otherwise encumber any real or personal property, or any interest therein, owned or held by the Corporation as security for the payment of any loans or obligations of the Corporation, and to that end may execute and deliver on behalf of the Corporation such instruments as may be necessary or proper in connection with such transaction.

3. Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed for the Corporation by such officers or agents of the Corporation as shall from time to time be determined by resolution of the Board of Directors, which resolution may provide for the use of facsimile signatures.

4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the Corporation's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board of Directors, which resolution may specify the officers or agents of the Corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Corporation or its order.

5. Proxies. Unless otherwise provided by resolution adopted by the Board of Directors, the President or any Vice President: (a) may from time to time appoint one or more agents of the Corporation, in the name and on behalf of the Corporation, (i) to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or (ii) to consent in writing to any action by such other corporation, association or other entity; (b) may instruct the person so appointed as to the manner of casting such votes or giving such consent; and (c) may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as may be deemed necessary or proper.

ARTICLE VII

Shares of Stock

1. Certificates of Stock. The shares of the Corporation may, but need not, be represented by certificates. Unless the [] or another law expressly provides otherwise, the fact that the shares are not represented by certificates shall have no effect on the rights and obligations of stockholders. If the shares are represented by certificates, such certificates shall be signed by (i) either the Chairman of the Board or Vice Chairman of the Board, if any, or the President or Vice President, and (ii) any one of the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and may, but need not, be sealed with the corporate seal of the Corporation; *provided, however*, that where any such certificate is also signed or countersigned by a transfer agent or registrar (other than the Corporation) the signatures of such officers of the Corporation may be in facsimile form. In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been placed on, any certificate shall

cease for any reason to be such officer before such certificate shall have been issued or delivered by the Corporation, such certificate may nevertheless be issued and delivered by the Corporation as though the person who signed such certificate, or whose facsimile signature shall have been placed thereon, had not ceased to be such officer of the Corporation. Every certificate representing shares issued by the Corporation shall state the number of shares owned by the holder in the Corporation, shall designate the class of stock to which such shares belong, and shall otherwise be in such form as is required by law and as the Board of Directors shall prescribe.

2. Shares Without Certificates. The Board of Directors may authorize the issuance of any class or series of shares of the Corporation without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation, or its transfer agent. Within a reasonable time following the issue or transfer of shares without certificates, the Corporation shall send, or direct its transfer agent to send, the stockholder a complete written statement of the information required on certificates by the [].

3. Record. A record shall be kept of the name of each person or entity holding the stock represented by each certificate for shares of the Corporation issued, the number of shares represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation.

4. Transfer of Stock. Transfers of shares of the stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by such registered holder's attorney thereunto authorized, and on the surrender of the certificate or certificates for such shares properly endorsed. The stock record book and other transfer records shall be in the possession of the Secretary or of a transfer agent for the Corporation.

5. Transfer Agents and Registrars; Regulations. The Corporation, by resolution of the Board of Directors, shall from time to time appoint a transfer agent and a registrar, under such arrangements and upon such terms and conditions as the Board of Directors deems advisable, but until and unless the Board of Directors appoints some other person, firm or corporation as its transfer agent (and upon the revocation of any such appointment, thereafter until a new appointment is similarly made) the Secretary of the Corporation shall be the transfer agent of the Corporation without the necessity of any formal action of the Board of Directors, and the Secretary, or any person designated by the Secretary, shall perform all of the duties of such transfer agent. The Board of Directors may make such rules and regulations as it may deem expedient and as are not inconsistent with the Certificate of Incorporation and these Bylaws, concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation.

6. Lost, Destroyed or Mutilated Certificates. In case of the alleged loss, destruction or mutilation of a certificate representing stock of the Corporation, a new certificate may be issued in place thereof, in such manner and upon such terms and conditions as the Board of Directors may prescribe, and shall be issued in such situations as required by the [].

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall be the year ending on the last Saturday in April, unless another fiscal year is established by the Board of Directors.

ARTICLE IX

Corporate Books and Records

1. Books and Records. The books and records of the Corporation may be kept at such place or places as may be from time to time designated by the Board of Directors. The Corporation shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of its proceedings of its stockholders and Board of Directors (and any committee having the authority of the Board of Directors) and the names and places of residence of its officers.

2. Addresses of Stockholders. Each stockholder shall furnish to the Secretary of the Corporation or the Corporation's transfer agent an address to which notices from the Corporation, including notices of meetings, may be directed and if any stockholder shall fail so to designate such an address, it shall be sufficient for any such notice to be directed to such stockholder at such stockholder's address last known to the Secretary or transfer agent.

3. Fixing Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date for notice and voting which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. In order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (a) the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation in accordance with applicable law; (c) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is required, shall be at the close of business on the day on which the Board of Directors adopts the

resolution taking such prior action; and (d) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

4. Audits of Books and Accounts. The Corporation's books and accounts shall be audited at such times and by such auditors as shall be specified and designated by unanimous resolution of the Board of Directors.

ARTICLE X

Amendments

The Board of Directors shall have the power to amend, alter or repeal these Bylaws. These Bylaws also may be amended, altered or repealed by the affirmative vote or written consent of holders of at least a majority of the issued and outstanding shares of common stock entitled to vote.

EXHIBIT F

Organizational Documents for Reorganized Subsidiaries

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

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

PLAN SUPPLEMENT²

Organizational Documents for Reorganized Subsidiaries

¹ 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.

² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

New Organizational Documents for Reorganized Subsidiaries

The Debtors do not currently intend to make any material amendments to the charter documents and bylaws (or other applicable organizational documents) for any Reorganized Subsidiary in connection with the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated April 24, 2013, except as required by the Bankruptcy Code, including Bankruptcy Code section 1123(a)(6). Therefore, the organizational documents for the Reorganized Subsidiaries are not included herein.

EXHIBIT G

Schedule of Rejected Executory Contracts and Unexpired Leases

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

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² The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

PLAN SUPPLEMENT
SCHEDULE OF REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Contract Counter-Party	Database Contract Number - Description
1 EDI SOURCE, INC. 31875 SOLON ROAD SOLON, OH 44139	1002267 - Service Contract, 1002268 - Service Contract, 1003348 - Professional Service Contract (& Temps)
A.T. CLAYTON & CO. 300 ATLANTIC STREET STAMFORD, CT 06901	1000012 - Vendor Agreement, 1000062 - Service Contract
AGAWAM SSI, L.L.C. C/O MESIROW REALTY SALE - LEASEBACK, INC. 350 NORTH CLARK STREET SUITE 300 CHICAGO, IL 60610	1004127 - Lease: Building and Land, 1003438 - Lease: Building and Land
AMERICAN ALLIANCE FOR HEALTH, PHYSICAL EDUCATION, RECREATION AND DANCE 1900 ASSOCIATION DR. RESTON, VA 20191-1598	1005076 - Service Contract, 1005077 - Service Contract
ARAMARK UNIFORM SERVICES 115 NORTH 1ST STREET BURBANK, CA 91502	1004450 - Service Contract
ARMOR HOLDING PRODUCTS, L.L.C. 13388 INTERNATIONAL PARKWAY JACKSONVILLE, FL 32218	1004699 - Distribution Agreement
BIG MACHINES, INC. 570 LAKE COOK ROAD SUITE 225 DEERFIELD, IL 60015	1004452 - Maintenance: Software, 1004453 - Maintenance: Software
CONSTELLATION NEWENERGY, INC. 100 CONSTELLATION WAY SUITE 1200C BALTIMORE, MD 21202	1004331 - Service Contract
CORNING - LIFE SCIENCES DIVISION TOWER 2 4TH FLOOR 900 CHELMSFORD ST. LOWELL, MA 01850	1004700 - Distribution Agreement
DELL MARKETING L.P. ONE DELL WAY ROUND ROCK, TX 78682	1004037 - Professional Service Contract (& Temps)
EASTMAN KODAK COMPANY 343 STATE STREET ROCHESTER, NY 14650-34126	1004667 - Maintenance: Equipment
EDUCATION TECHNOLOGY PARTNERS, INC. 17 MARYHILL DRIVE SAINT LOUIS, MO 63124	1002146 - Partnership Agreement
EDUCATIONAL SOLUTIONS CORPORATION 1500 W. 3RD AVE., SUITE 125 COLUMBUS, OH 43212	1002145 - Partnership Agreement
ELLIOTT, JOSEPH E. 113 TOPSAIL CT WEDDINGTON, NC 28104	Employee Severance Agreement

PLAN SUPPLEMENT
SCHEDULE OF REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Contract Counter-Party	Database Contract Number - Description
FINTELMANN, KELLY J. 320 SPRING HILL CT SHEBOYGAN FALLS, WI 53085	Employee Severance Agreement
FOUR CITIES PARTNERS, LTD. 25512 NELLIE GAIL ROAD LAGUNA HILLS, CA 92653	1003431 - Lease: Building and Land, 1003433 - Lease: Building and Land, 1003434 - Lease: Building and Land, 1003435 - Finance Agreement (Secured Lenders, Bonds, Mortgages, etc.), 1003436 - Finance Agreement (Secured Lenders, Bonds, Mortgages, etc.), 1003437 - Lease: Building and Land, 1003441 - Lease: Building and Land
GREENE, RHONDA GOWLER C/O CURTIS BROWN TEN ASTOR PLACE NEW YORK, NY 10003	1001946 - Royalty Agreement, 1002015 - Royalty Agreement, 1004493 - Royalty Agreement
GREMBOWSKI, MICHAEL B. 635 N MADISON WOODSTOCK, IL 60098	Employee Severance Agreement
KORTE, STEVEN F. 4 DURANGO COURT HAWTHORN WOODS, IL 60047	Employee Severance Agreement
LEVINE, MELVIN D. CENTER FOR DEVELOPMENT AND LEARNING UNIVERSITY OF NORTH CAROLINA 400 ROBERSON STREET CARRBORO, NC 27510	1002723 - Royalty Agreement
MCKINNEY, RACHEL P. 929 N ASTOR ST #807 MILWAUKEE, WI 53202	Employee Severance Agreement
MIDSTATE TOOL & SUPPLY, INC. 121 HALBRITTER DRIVE ALTOONA, PA 16601-7905	1003887 - Supplier Agreement
NATIONAL ASSOCIATIONS OF THE AMERICAN ALLIANCE FOR HEALTH, PHYSICAL EDUCATION, RECREATION, AND DANCE 1900 ASSOCIATION DRIVE RESTON, VA 20191-1598	1000261 - Partnership Agreement, 1000262 - Partnership Agreement
NMHG FINANCIAL SERVICES 10 RIVERVIEW DRIVE DANBURY, CT 06810-6288	1004448 - Lease: Equipment, 1004449 - Lease: Equipment, 1003937 - Lease Equipment
NORTHWOODS INVESTORS, LLC C/O HIGH STREET EQUITY ADVISORS LLC EXCHANGE PLACE BOSTON, MA 02109	1000877 - Lease: Building and Land, 1001404 - Lease: Building and Land
PANPACIFIC SOURCING, LLC 481 GREAT PLAIN AVE. NEEDHAM, MA 02492	1004554 - Vendor Agreement

PLAN SUPPLEMENT
SCHEDULE OF REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Contract Counter-Party	Database Contract Number - Description
PITNEY BOWES, INC. 10 LONG LANE #103 MECHANICSBURG, PA 17050-2676	1003676 - Lease: Equipment
PRO 1 ONE JANITORIAL, INC. 1101 ASHWAUBENON ST. GREEN BAY, WI 54304	1003104 - Service Contract, 1003704 - Service Contract
QUADGRAPHICS N61W23044 HARRYS WAY SUSSEX, WI 53089-2827	1000351 - Vendor Agreement, 1001581 - Service Contract, 1001582 - Service Contract, 1002345 - Vendor Agreement, 1002348 - Vendor Agreement, 1002349 - Vendor Agreement, 1002351 - Vendor Agreement, 1002352 - Vendor Agreement, 1002353 - Vendor Agreement, 1002354 - Vendor Agreement, 1002355 - Service Contract, 1002356 - Service Contract, 1004135 - Vendor Agreement
REDCAY INDUSTRIAL DEVELOPMENT, III LLC C/O ROBERT L. REDCAY, MANAGING MEMBER 259 BROOK FARMS ROAD LANCASTER, PA 17601	1002053 - Lease: Building and Land, 1003905 - Lease: Building and Land, 1003906 - Lease: Building and Land
ROBERT W. BAIRD & CO. 777 EAST WISCONSIN AVE. MILWAUKEE, WI 53201-0672	1005355 - Service Contract
ROBINETTE RESOURCES / BRAINSTORM INTERACTIVE 425 CATKINS WAY CARY, IL 61103	1005310 - Licensing Agreement, 1005311 - Licensing Agreement, 1005312 - Licensing Agreement, 1005313 - Licensing Agreement, 1005314 - Licensing Agreement, 1005315 - Licensing Agreement, 1005316 - Licensing Agreement, 1005317 - Licensing Agreement, 1005318 - Licensing Agreement, 1005319 - Licensing Agreement, 1005320 - Licensing Agreement, 1005321 - Licensing Agreement, 1005322 - Distribution Agreement, 1005323 - Distribution Agreement, 1005324 - Licensing Agreement, 1005325 - Licensing Agreement, 1005365 - Licensing Agreement, 1005366 - Licensing Agreement, 1005367 - Licensing Agreement, 1005368 - Licensing Agreement, 1005369 - Licensing Agreement, 1005370 - Licensing Agreement, 1005371 - Licensing Agreement, 1005372 - Licensing Agreement, 1005373 - Licensing Agreement
ROYAL SEATING, LLC 1110 INDUSTRIAL BLV. CAMERON, TX 76520	1001071 - Distribution Agreement, 1001550 - Service Contract, 1001551 - Vendor Agreement, 1001552 - Vendor Agreement, 1001553 - Vendor Agreement
SMITH, TAMMY LB 3116 E GAZEBOHILL ROAD APPLETON, WI 54913	Employee Severance Agreement
TE21 INC. 3414 NORTH DUKE STREET, SUITE 3000 DURHAM, NC 27704	1001525 - Distribution Agreement, 1002147 - Partnership Agreement
THYSSENKRUPP ELEVATOR 2211 W. CASINO ROAD, SUITE B EVERETT, WA 98204	1005388 - Service Contract
UNIFIRST 68 JONSPIN RD WILMINGTON, MA 01887	1004266 - Service Contract

PLAN SUPPLEMENT
SCHEDULE OF REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Contract Counter-Party	Database Contract Number - Description
UNITED MARKETING ASSOCIATES 1401 JOHNSON FERRY RD #328-E38 MARIETTA, GA 30062	1002148 - Partnership Agreement
VAUPELL HOLDINGS, INC. C/O VAUPELL HOLDINGS PLASTICS CO. 1144 NORTHWEST 53RD STREET SEATTLE, WA 98107	1003440 - Lease: Building and Land, 1003442 - Lease: Building and Land, 1003443 - Lease: Building and Land, 1003444 - Lease: Building and Land, 1003445 - Lease: Building and Land, 1003447 - Lease: Building and Land, 1003448 - Lease: Building and Land, 1003439 - Purchase Contract / Purchase Order
WOODWORKERS SUPPLY C/O PEPPER HAMILTON LLP ATTN: FRANCIS J. LAWALL ESQ. 3000 TWO LOGAN SQUARE 18TH AND ARCH STREETS PHILADELPHIA, PA 19103	1005387 - Vendor Agreement