UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Re: Docket Nos. 11 &79

CERTIFICATION OF COUNSEL

On January 28, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Suppliers, Freight Carriers and Section 503(b)(9) Claimants* [Docket No. 11] (the "Motion"). On January 30, 2013 the Court entered an order granting the Motion on an interim basis [Docket No. 79] (the "Interim Order").

Objections to entry of an order approving the Motion on a final basis, if any, were to be filed on or before 4:00 p.m. (ET) on February 15, 2013[2] (as extended, the "Objection Deadline").

Prior to the Objection Deadline, the Debtors received informal comments and requests for information from (a) the U.S. Trustee; (b) counsel to the Official Committee of Unsecured Creditors (the "Committee"); (c) counsel to PanPacific Sourcing, LLC; and (d) counsel to Affordable Interior Systems, LLC (collectively, the "Responding Parties"). As the result of subsequent discussions between the Debtors and the Responding Parties, the parties

[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] Extended for varying parties-of-interest.

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reached a consensual resolution with respect to the Responding Parties' concerns, the terms of which are embodied in the revised form of order (the "Revised Proposed Final Critical Vendors Order"), a copy of which is attached hereto as Exhibit A. For the convenience of the Court and parties-in-interest, a blackline of the Revised Proposed Final Critical Vendors Order is attached hereto as Exhibit B.

The Debtors have shared the Revised Proposed Final Critical Vendors Order with the DIP Lenders,[3] the Committee and the U.S. Trustee, none of which have any objection to entry of such revised order.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Proposed Final Critical Vendors Order, attached hereto as Exhibit A, granting the relief requested in the Motion on a final basis at the earliest convenience of the Court without further notice or hearing.

Dated: February 22, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Maris J. Kandestin
Pauline K. Morgan (No. 3650)
Maris J. Kandestin (No. 5294)
Morgan L. Seward (No. 5388)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

[3] As defined in the *Debtors' Motion for Entry of an Interim and Final Orders (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (C) to Grant Priming Liens and Superpriority Claims to the DIP Lenders, (D) to Provide Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364, and (E) to Repay in Full Amounts Owed in Connection with the Prepetition Secured Loans or Otherwise Converting the Prepetition Secured Obligation into Postpetition Secured Obligations; (II) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(a) and (c); and (III) Granting Related Relief [D.I. 12].*

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
Alan W. Kornberg
Jeffrey D. Saferstein
Lauren Shumejda
Ann K. Young
1285 Avenue of the Americas
New York, New York 10019-6064
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

Revised Proposed Final Critical Vendors Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	Jointly Administered
	Re: Docket Nos. 11 & 79

FINAL ORDER AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS, FOREIGN SUPPLIERS, FREIGHT CARRIERS AND SECTION 503(B)(9) CLAIMANTS

Upon the Motion[2] of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor" and, collectively, the "Debtors"), requesting entry of interim and final orders pursuant to sections 105, 363, 503(b)(9), 506(b), and 507(a)(2) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing, but not directing, the Debtors, in their discretion, to pay the prepetition claims of certain Key Product Suppliers, Foreign Suppliers, Freight Carriers, and Section 503(b)(9) Claimants; and it appearing that jurisdiction is proper pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Interim Order having been entered by this Court [Docket No. 79]; and it appearing that venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that that the relief requested is in the best interests of the Debtors, their estates, their creditors and all other

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2 All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

parties in interest; and it appearing that such relief is necessary to avoid immediate and irreparable harm meaning that the requirements of Rule 6003 of the Federal Rules of Bankruptcy Procedure have been satisfied; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED that:

1. The Motion is GRANTED on a FINAL BASIS to the extent provided herein.

2. The Debtors are authorized, but not directed, in their sole discretion and in the reasonable exercise of their business judgment, to pay certain prepetition Key Product Claims, Foreign Supplier Claims, Freight Claims and Section 503(b)(9) Claims (collectively, the "Critical Vendor Claims"), subject to the conditions set forth in this Final Order.

3. The Final Claims Cap applicable to payment of the Key Product Claims, Foreign Supplier Claims, Freight Claims and Section 503(b)(9) Claims shall not exceed $2.4 million with respect to Key Product Claims, $3.7 million with respect to Foreign Supplier Claims, $3.2 million with respect to Freight Claims, and $5.2 million with respect to Section 503(b)(9) Claims unless otherwise ordered by the Court and with the consent of the DIP Agents.

4. The Debtors are authorized to pay the Critical Vendor Claims in the ordinary course of business, when due, and not on an accelerated basis; provided, however, that any Critical Vendor that accepts payment pursuant to the authority granted in this Final Order agrees to supply goods and services to the Debtors postpetition (i) on Customary Trade Terms, (ii) pursuant to a postpetition trade agreement, manufacturing agreement, or other business continuation agreement entered into by the Debtors, or (iii) on such other favorable terms as are acceptable to the Debtors.

5. Any Critical Vendor that accepts payment pursuant to the authority granted in this

Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent paid, any and all prepetition claims against the Debtors, their asserts and their properties, unless the Debtors pay the Critical Vendor less than 100% of its prepetition claim.

6. The Debtors shall undertake all appropriate efforts in the exercise of their sound business judgment to cause each Critical Vendor to enter into a trade agreement, manufacturing agreement or other business continuation agreement with the Debtors (each a "Trade Agreement"), which may include, without limitation, one or more of the following terms:

a. The amount of such Critical Vendor's estimated prepetition claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Final Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);

b. The Critical Vendor's agreement to be bound by the Customary Trade Terms (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reconciliation, normal product mix and availability and other applicable terms and programs), which were favorable to the Debtors and in effect between such Critical Vendor and the Debtors on a historical basis for the period within one-hundred twenty (120) days of the Petition Date, or such other trade terms as mutually agreed to by the Debtors and such Critical Vendor;

c. The Critical Vendor's agreement to provide goods and/or services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor in accordance with such terms;

d. The Critical Vendor's agreement not to file or otherwise assert against any of the Debtors, their estates or any of their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods and/or services provided to the Debtors prior to the Petition

Date, and that, to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary actions to release such Lien;

e. The Critical Vendor's acknowledgment that it has reviewed the terms and provisions of this Final Order and consents to be bound thereby;

f. The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation claims; and

g. The Critical Vendor's agreement that it has received payment of a prepetition claims but if it subsequently refuses to supply goods and/or services to the Debtors on Customary Trade Terms, any payments received by the Critical Vendor on account of its Critical Vendor Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to such Critical Vendor, and the Debtors may then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition claim to the extent that such payments exceed the post-petition amounts then owing to such Critical Vendor.

7. The Debtors shall consult with Bayside in respect of the terms of any material Trade Agreements.

8. The Debtors shall consult with the official committee of unsecured creditors (the "Creditors' Committee") with respect to future payments to Critical Vendors on account of all Critical Vendor Claims, as well as the terms of any material Trade Agreements with such Critical Vendors. The Debtors shall provide counsel to the Committee with bi-weekly written reports of all payments made hereunder, and reasonable and timely access to information sufficient to enable such parties to monitor payments made, obligations satisfied, and other actions taken pursuant to this Final Order.

9. The Debtors may, in their sole discretion, declare a Trade Agreement with an individual Critical Vendor to have terminated, together with the other benefits to the Critical Vendor as contained in this Final Order, on the date the Debtors deliver notice to the Critical

Vendor that the Critical Vendor has not complied with the terms and provisions of the Trade Agreement or has failed to continue to provide Customary Trade Terms to the Debtors (to the extent such Customary Trade Terms are part of the Trade Agreement). The Critical Vendor shall have the right to seek relief from the Court with respect to the Debtors' termination of a Trade Agreement if the Critical Vendor believes it has complied with the terms of the Trade Agreement.

10. If a Trade Agreement is terminated as set forth above, or if Customary Trade Terms are part of the applicable Trade Agreement and a Critical Vendor who has received payment of a prepetition claim later refuses to continue to supply goods and/or services to the Debtors on Customary Trade Terms during the pendency of these Chapter 11 Cases, the Debtors may, in their discretion, declare that provisional payments made to the Critical Vendor on account of prepetition Trade Claims be deemed to have been in payment of then outstanding postpetition amounts owed to such Critical Vendor without further order of the Court or action by any person or entity, and the Debtors may then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition claim to the extent that such payments exceed the post-petition amounts then owing to such Critical Vendor. A Critical Vendor's termination of a Trade Agreement pursuant to the terms thereof shall not trigger the Debtors' rights under this paragraph.

11. The execution of a Trade Agreement by the Debtors shall not be declared a waiver of any other cause of action, including any avoidance action that may be held by the Debtors.

12. Upon the Debtors' payment of the Freight Claims, any Lien securing such Freight Claim shall be immediately released, void and of no further force and effect, without further

action by the Debtors.

13. The Debtors' Banks shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors' bank accounts to pay the Critical Vendor Claims, provided that sufficient funds are available in the applicable accounts to make the payments.

14. Nothing in the Motion, the Interim Order or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed: (a) as an admission as to the validity of any claim or Lien against the Debtors or their estates; (b) as a waiver of the Debtors' right to dispute any claim or Lien; (c) as approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; (d) as an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise; or (e) to prejudice any of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor.

15. Notwithstanding anything to the contrary contained in this Final Order, the Interim Order or the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of the interim order approving the DIP Financing [Docket No. 86], and any subsequent final order approving the DIP Financing.

16. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

17. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief in the Motion is necessary to avoid immediate and irreparable harm.

18. This Court shall retain jurisdiction with respect to all matters arising from or

related to the implementation of this Final Order.

Dated: February ____, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Blackline of Revised Proposed Final Critical Vendors Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Debtors.	~~Joint Administration Requested~~
	Jointly Administered
	Re: Docket ~~No~~Nos. 11 & 79

~~INTERIM~~FINAL ORDER AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS, FOREIGN SUPPLIERS, FREIGHT CARRIERS AND SECTION 503(B)(9) CLAIMANTS

Upon the Motion[2] of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor" and, collectively, the "Debtors"), requesting entry of interim and final orders pursuant to sections 105, 363, 503(b)(9), 506(b), and 507(a)(2) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing, but not directing, the Debtors, in their discretion, to pay the prepetition claims of certain Key Product Suppliers, Foreign Suppliers, Freight Carriers, and Section 503(b)(9) Claimants; and it appearing that jurisdiction is proper pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Interim Order having been entered by this Court [Docket No. 79]; and it appearing that venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it

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[2] All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that that the relief requested is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and it appearing that such relief is necessary to avoid immediate and irreparable harm meaning that the requirements of Rule 6003 of the Federal Rules of Bankruptcy Procedure have been satisfied; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED that:

1. The Motion is GRANTED on ~~an INTERIM~~a FINAL BASIS to the extent provided herein.

2. The Debtors are authorized, but not directed, in their sole discretion and in the reasonable exercise of their business judgment, to pay certain prepetition Key Product Claims, Foreign Supplier Claims, Freight Claims and Section 503(b)(9) Claims (collectively, the "Critical Vendor Claims"), subject to the conditions set forth in this ~~Interim~~Final Order.

3. The ~~Interim~~Final Claims Cap applicable to payment of the Key Product Claims, Foreign Supplier Claims, ~~and~~ Freight Claims ~~upon entry of this Interim Order~~and Section 503(b)(9) Claims shall not exceed $~~1~~2.4 million with respect to Key Product Claims, $~~3~~3.7 million with respect to Foreign Supplier Claims, ~~and~~ $~~3~~3.2 million with respect to Freight Claims, and $5.2 million with respect to Section 503(b)(9) Claims unless otherwise ordered by the Court and with the consent of the DIP Agents.

4. The Debtors are authorized to pay the Critical Vendor Claims in the ordinary course of business, when due, and not on an accelerated basis; provided, however, that any Critical Vendor that accepts payment pursuant to the authority granted in this ~~Interim~~Final Order agrees to supply goods and services to the Debtors postpetition (i) on Customary Trade Terms ~~or~~,

(ii) pursuant to a postpetition trade agreement, manufacturing agreement, or other business continuation agreement entered into by the Debtors, or (iii) on such other favorable terms as are acceptable to the Debtors.

5. Any Critical Vendor that accepts payment pursuant to the authority granted in this ~~Interim~~Final Order shall be deemed to (a) agree to the terms and provisions of this ~~Interim~~Final Order and (b) have waived, to the extent paid, any and all prepetition claims against the Debtors, their asserts and their properties, unless the Debtors pay the Critical Vendor less than 100% of its prepetition claim.

6. The Debtors shall undertake all appropriate efforts in the exercise of their sound business judgment to cause each Critical Vendor to enter into ~~an~~a trade agreement, manufacturing agreement or other business continuation agreement with the Debtors (~~the~~each a "Trade Agreement"), ~~including, but not limited to,~~which may include, without limitation, one or more of the following terms:

a. ~~(a)~~ The amount of such Critical Vendor's estimated prepetition claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the ~~Interim~~Final Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);

b. ~~(b)~~ The Critical Vendor's agreement to be bound by the Customary Trade Terms (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reconciliation, normal product mix and availability and other applicable terms and programs), which were favorable to the Debtors and in effect between such Critical Vendor and the Debtors on a historical basis for the period within one-hundred twenty (120) days of the Petition Date, or such other trade terms as mutually agreed to by the Debtors and such Critical Vendor;

c. ~~(c)~~ The Critical Vendor's agreement to provide goods and/or services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor in accordance with such terms;

d. ~~(d)~~ The Critical Vendor's agreement not to file or otherwise assert against any of the Debtors, their estates or any of their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods and/or services provided to the Debtors prior to the Petition Date, and that, to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary actions to release such Lien;

e. ~~(e)~~ The Critical Vendor's acknowledgment that it has reviewed the terms and provisions of this ~~Interim~~Final Order and consents to be bound thereby;

f. ~~(f)~~ The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation claims; and

g. ~~(g)~~ The Critical Vendor's agreement that it has received payment of a prepetition claims but if it subsequently refuses to supply goods and/or services to the Debtors on Customary Trade Terms, any payments received by the Critical Vendor on account of its Critical Vendor Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to such Critical Vendor, and the Debtors may then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition claim to the extent that such payments exceed the post-petition amounts then owing to such Critical Vendor.

7. The Debtors shall consult with Bayside in respect of the terms of any material Trade Agreements.

8. The Debtors shall consult with the official committee of unsecured creditors (the "Creditors' Committee") with respect to future payments to Critical Vendors on account of all Critical Vendor Claims, as well as the terms of any material Trade Agreements with such Critical Vendors. The Debtors shall provide counsel to the Committee with bi-weekly written reports of all payments made hereunder, and reasonable and timely access to information sufficient to enable such parties to monitor payments made, obligations satisfied, and other actions taken pursuant to this Final Order.

9. ~~8.~~ The Debtors may, in their sole discretion, declare a Trade Agreement with an individual Critical Vendor to have terminated, together with the other benefits to the Critical Vendor as contained in this ~~Interim~~Final Order, on the date the Debtors deliver notice to the Critical Vendor that the Critical Vendor has not complied with the terms and provisions of the Trade Agreement or has failed to continue to provide Customary Trade Terms to the Debtors (to the extent such Customary Trade Terms are part of the Trade Agreement). The Critical Vendor shall have the right to seek relief from the Court with respect to the Debtors' termination of a Trade Agreement if the Critical Vendor believes it has complied with the terms of the Trade Agreement.

10. ~~9.~~ If a Trade Agreement is terminated as set forth above, or if Customary Trade Terms are part of the applicable Trade Agreement and a Critical Vendor who has received payment of a prepetition claim later refuses to continue to supply goods and/or services to the Debtors on Customary Trade Terms during the pendency of these Chapter 11 Cases, the Debtors may, in their discretion, declare that provisional payments made to the Critical Vendor on account of prepetition Trade Claims be deemed to have been in payment of then outstanding postpetition amounts owed to such Critical Vendor without further order of the Court or action by any person or entity, and the Debtors may then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its prepetition claim to the extent that such payments exceed the post-petition amounts then owing to such Critical Vendor. A Critical Vendor's termination of a Trade Agreement pursuant to the terms thereof shall not trigger the Debtors' rights under this paragraph.

11. ~~10.~~ The execution of a Trade Agreement by the Debtors shall not be declared a waiver of any other cause of action, including any avoidance action that may be held by the Debtors.

12. ~~11.~~ Upon the Debtors' payment of the Freight Claims, any Lien securing such Freight Claim shall be immediately released, void and of no further force and effect, without further action by the Debtors.

13. ~~12.~~ The Debtors' Banks shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors' bank accounts to pay the Critical Vendor Claims, provided that sufficient funds are available in the applicable accounts to make the payments.

14. ~~13.~~ Nothing in the Motion, the Interim Order or this ~~Interim~~Final Order, or the Debtors' payment of any claims pursuant to this ~~Interim~~Final Order, shall be deemed or construed: (a) as an admission as to the validity of any claim or Lien against the Debtors or their estates; (b) as a waiver of the Debtors' right to dispute any claim or Lien; (c) as approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; (d) as an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise; or (e) to prejudice any of the Debtors' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor.

15. ~~14. The final hearing on the Motion shall be held on February 25, 2013 at 11:00 a.m. (prevailing Eastern Time). Objections, if any, to entry of an order granting the relief requested in the Motion shall be filed with the Court and served so as to actually be received no later than February 15, 2013 at 4:00 p.m. (prevailing Eastern Time), by the following: (i) counsel~~

~~for the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Jeffrey D. Saferstein, Esq. (e-mail: jsaferstein@paulweiss.com; facsimile: (212) 757-3990) or Lauren Shumejda, Esq. (e-mail: lshumejda@paulweiss.com; facsimile: (212) 757-3990) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19899-0391, Attn: Pauline K. Morgan, Esq. (e-mail: pmorgan@ycst.com; facsimile: (302) 576-3318); (ii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 North King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Juliet M. Sarkessian (email: Juliet.M.Sarkessian@usdoj.gov; facsimile: (302) 573-6497); and (iii) counsel to any official committee of creditors, if one has been appointed.~~ Notwithstanding anything to the contrary contained in this Final Order, the Interim Order or the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of the interim order approving the DIP Financing [Docket No. 86], and any subsequent final order approving the DIP Financing.

16. ~~15.~~ Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this ~~Interim~~Final Order shall be immediately effective and enforceable upon its entry.

17. ~~16.~~ The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief in the Motion is necessary to avoid immediate and irreparable harm.

~~17. Notwithstanding anything to the contrary contained in this Interim Order or the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving the DIP Financing.~~

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this ~~Interim~~Final Order.

Dated: February ___, 2013
Wilmington, Delaware
~~January ___, 2013~~

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE