UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SCHOOL SPECIALTY, INC., *et al.*,[1]	Case No. 13-10125 (KJC)
Reorganized Debtors.	Jointly Administered
	Re: Docket Nos. 1158 & 1186

CERTIFICATION OF COUNSEL

The undersigned hereby certifies as follows:

1. On April 23, 2013, the above-captioned reorganized debtors (collectively, the "Debtors" or the "Reorganized Debtors") filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862] and related *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864].[2] 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 "Disclosure Statement").

2. On April 24, 2013, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order conditionally approving the Disclosure Statement and approving certain solicitation and related procedures on a final basis [Docket No. 902].

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[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 capitalized terms not otherwise defined herein shall be given the meanings ascribed to such terms in the Plan or the Stipulation (defined below), as applicable.

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3. On May 23, 2013, the Debtors filed the *Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1158] (the "Plan").

4. On May 23, 2013, the Court conducted a hearing with respect to approval of the Disclosure Statement on a final basis and confirmation of the Plan (the "Confirmation Hearing"). At the conclusion of the Confirmation Hearing, the Court approved the Disclosure Statement on a final basis as having adequate information under section 1125 of the Bankruptcy Code, and on June 3, 2013, the Court entered the *Corrected Final Order Approving the Disclosure Statement and Findings of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1186] (the "Confirmation Order").

5. In order to effectuate the terms of Article III.B.3 of the Plan, the Debtors, the Ad Hoc DIP Lenders, Young Conaway Stargatt & Taylor, LLP, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Perella Weinberg Partners LP, Godfrey & Kahn, S.C., and Stroock & Stroock & Lavan LLP (together, the "Parties") have entered into that certain *Stipulation Regarding Deferral of Payment of Certain Professional Administrative Expenses* (the "Stipulation"), pursuant to which the Professionals signatory thereto have agreed to deferral of the payment of certain professional administrative expenses of the Debtors' estates, subject to the terms and conditions set forth in the Stipulation. Attached hereto as Exhibit A is a proposed form of order approving the Stipulation (the "Proposed Order"). A copy of the Stipulation is attached to the Proposed Order as Exhibit 1.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order approving the Stipulation at the earliest convenience of the Court.

Dated: June 14, 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
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- and -

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
Alan W. Kornberg
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1285 Avenue of the Americas
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Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Counsel to the Reorganized Debtors

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER APPROVING STIPULATION REGARDING DEFERRAL OF PAYMENT OF CERTAIN PROFESSIONAL ADMINISTRATIVE EXPENSES

The Court having considered the *Stipulation Regarding Deferral of Payment of Certain Professional Administrative Expenses* (the "Stipulation")[2] entered into by the Parties; and the Court finding that (a) proper and adequate notice of the Stipulation has been given and that no other or further notice is necessary, (b) good and sufficient cause exists for approving the Stipulation and the granting of the relief herein, and (c) the Stipulation and the agreements set forth therein are fair and equitable; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The Stipulation, a copy of which is annexed hereto as Exhibit 1, is APPROVED.

[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] Capitalized terms not otherwise defined herein shall have the meaning as ascribed to such terms in the Stipulation.

2. The Stipulation is incorporated herein by reference and made a part hereof as if fully set forth herein.

3. The parties to the Stipulation are authorized to take such actions as are contemplated and authorized under the Stipulation.

4. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the Stipulation.

Dated: June___, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

STIPULATION REGARDING DEFERRAL OF PAYMENT OF CERTAIN PROFESSIONAL ADMINISTRATIVE EXPENSES

This stipulation (the "Stipulation") is made this tenth day of June, 2013 between (i) each of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors" or the "Reorganized Debtors", as applicable), (ii) Young Conaway Stargatt & Taylor LLP ("YCST"), Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss"), Perella Weinberg Partners LP ("PWP"), and Godfrey & Kahn, S.C. ("G&K", and together with YCST, Paul Weiss, and PWP, the "Debtors' Professionals"), and Stroock & Stroock & Lavan LLP ("Stroock", and together with the Debtors' Professionals, the "Professionals"), and (iii) the Ad Hoc DIP Lenders (as defined below, and together with the Professionals and the Debtors, the "Parties").

RECITALS

WHEREAS, on January 28, 2013 (the "Petition Date"), each of the Debtors commenced a case (collectively, the "Chapter 11 Cases") under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") before the United States Bankruptcy Court for the District of

[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, 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.

Delaware (the "Bankruptcy Court"), and are operating their businesses as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on February 25, 2013, the Bankruptcy Court entered the *Order Authorizing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket. No. 282] (the "Fee Procedures Order");

WHEREAS, on February 25, 2013, the Bankruptcy Court entered orders approving the retention of YCST and Paul Weiss as attorneys for the Debtors, *nunc pro tunc* to the Petition Date [Docket Nos. 280 and 281];

WHEREAS, on March 14, 2013, the Bankruptcy Court entered orders approving the retention of PWP as financial advisor to the Debtors, and G&K as special corporate and transactions counsel to the Debtors, *nunc pro tunc* to the Petition Date [Docket Nos. 544 and 547];

WHEREAS, Stroock represents certain lenders (the "Ad Hoc DIP Lenders") who collectively hold the substantial majority of both (i) Debtor School Specialty, Inc.'s 3.75% Convertible Subordinated Notes Due 2026 and (ii) the aggregate outstanding amount of debt issued pursuant to the Debtors' Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of February 27, 2013 (the "Ad Hoc DIP Facility"), as reflected in the *Amended and Restated Verified Statement of the Ad Hoc Committee of School Specialty, Inc. 3.75% Convertible Subordinated Notes Due 2026 Pursuant to Bankruptcy Rule 2019* [Docket No. 1027];

WHEREAS, on May 23, 2013, the Bankruptcy Court confirmed the *Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Plan"), and on June 3, 2013, the Bankruptcy Court entered the *Corrected Final Order Approving the*

Disclosure Statement and Findings of Fact, Conclusions of Law, and Order Under Section 1129 of the Bankruptcy Code and Bankruptcy Rule 3020 Confirming the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Confirmation Order");

WHEREAS, as contemplated by the Plan, the Debtors will enter into that certain ABL exit facility (the "ABL Exit Facility") on terms substantially similar to those included in the First Amendment to the Plan Supplement [Docket No. 1044];

WHEREAS, the Debtors' Professionals, have from time to time filed interim monthly fee applications (collectively, the "Fee Applications") for allowance of their respective professional fees and expenses incurred in these Chapter 11 Cases (the "Debtor Fees"), to which Fee Applications no objections have been filed;

WHEREAS, Stroock has incurred professional fees and expenses in connection with its representation of the Ad Hoc DIP Lenders in these Chapter 11 Cases (the "Stroock Fees", and together with the Debtor Fees, the "Professional Fees");

WHEREAS, the Plan provides that the Stroock Fees shall be paid without the need for filing any motions, fee applications, or other request for payment;

WHEREAS, the Debtors and the Ad Hoc DIP Lenders have requested that the Professionals agree to defer payment of the Professional Fees in order to enable the Debtors to satisfy the condition to Plan consummation that a $98.3 million cash payment be made on the effective date of the Plan (the "Effective Date") on account of the claims arising under the Ad Hoc DIP Facility; and

WHEREAS, the Professionals have agreed to do so, but only upon and subject to the terms and conditions herein.

AGREED

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties as follows:

1. Deferral. Each Professional party hereto hereby agrees to defer payment of its unpaid Professional Fees until September 3, 2013 (the "Payment Date") in accordance with the terms hereof (such amounts, collectively, the "Professional Fee Claims").

2. Segregated Account. Beginning on Monday, July 29, 2013 and each Monday thereafter until Tuesday, September 3, 2013 (the last payment is on a Tuesday due to a holiday), the Reorganized Debtors shall deposit into a segregated account (the "Professionals' Account") cash in the amount equal to one-sixth of $9.886 million, which is approximately $1.65 million. The Professionals' Account is for convenience only and the agent for the ABL Exit Facility (i) shall have and maintain a lien on such account as provided in the ABL Exit Facility and the documents and agreements related thereto and (ii) shall be entitled to apply the funds in the Professionals' Account to the "Obligations" as defined in the ABL Exit Facility upon and subject to the terms set forth therein.

3. On the Payment Date, so long as no "Event of Default" (as defined in the ABL Exit Facility) has occurred and is continuing, the funds contained in the Professionals' Account shall be released to the Professionals for any and all amounts due to said Professionals on that day pursuant to the Fee Applications, the Fee Procedures Order, the Ad Hoc DIP Facility, or any fee order on any final fee application.

4. To the extent some Professional Fees have not yet been approved for payment on the Payment Date, the funds on account thereof shall remain in the Professionals' Account and shall be released to the Professionals, so long as no "Event of Default" (as defined in the ABL

Exit Facility) has occurred and is continuing, promptly upon entry by the Bankruptcy Court of an order approving final allowance of the Professional Fees Claims.

5. In the event the amount of funds in the Professionals' Account is lower than the total Professional Fee Claims on the Payment Date, the Reorganized Debtors shall be responsible for paying any such shortfall to the Professionals or funding such shortfall into the Professionals' Account, as applicable, on the Payment Date. To satisfy the shortfall, the Reorganized Debtors shall use any and all available liquidity sources, including cash and draws on of the ABL Exit Facility.

6. Should the Reorganized Debtors be unable to fully satisfy any such shortfall on the Payment Date on the terms above: (1) the funds that are available on that date in the Professionals' Account and from the Reorganized Debtors shall be shared among the Professionals, on a *pro rata* basis, based on the full amount of each Professional Fee Claim; and (2) the Reorganized Debtors' obligation to pay any such shortfall will bear interest at the *per annum* rate of five percent (5%) from the Payment Date until the Professional is paid the amount of its shortfall.

7. In the event that (1) the Professionals' Account is not timely funded as required by the terms of this Stipulation, (2) the Reorganized Debtors do not timely satisfy the Professional Fee Claims, or (3) a material adverse event occurs regarding the Reorganized Debtors' business or financial condition before the Payment Date, the Bankruptcy Court shall retain jurisdiction to consider any and all remedies that any of the Professionals may seek in law or equity (including under state law and federal law) to recover the Professional Fees. Any Professional that seeks such relief from the Bankruptcy Court shall be entitled to the reasonable

fees and expenses it incurs in doing so, including counsel fees, whether in acting as its own counsel or for said fees and expenses of counsel retained by such Professional.

8. The Debtors and the Ad Hoc DIP Lenders hereby unconditionally waive any objection to such requested relief based on this Stipulation, under any contract or the Plan, as well as any argument based on waiver, jurisdiction (subject matter, *in rem*, *in personam*, Constitutional, or otherwise), mootness, marshaling, or inequity or any other similar legal or equitable principle.

9. The Debtors and the Ad Hoc DIP Lenders hereby unconditionally waive any objection to interim or final approval of any Fee Application any Professional has filed in the Chapter 11 Cases prior to the date of this Stipulation or, in the case of PWP as set forth on Exhibit A hereto.

10. Notwithstanding that the Professionals have agreed to defer satisfaction of the Professional Fee Claims until the Payment Date, the Professional Fee Claims shall remain administrative expenses of the Debtors' estates in accordance with the Plan, the orders approving the Professionals' retentions and pursuant to Bankruptcy Code Section 503 until such date as the Professional Fee Claims have been satisfied in full.

11. Notwithstanding anything herein, or contained in the Plan or any supplement thereto, to the contrary, the Reorganized Debtors shall not make any distributions of any property to their shareholders (whether by dividend, redemption, spin-off or otherwise) on account of the equity in the Reorganized Debtors until the Professional Fee Claims are satisfied in full.

12. Choice of Law. This Stipulation shall be governed by and construed under and in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. The Bankruptcy Court shall retain jurisdiction over any action or proceeding

arising out of or relating to this Stipulation, and all claims in respect of such action or proceeding may be heard and determined in such court.

13. Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, affiliates, assigns and successors.

14. Binding Authority. Each representative signing this Stipulation represents and warrants that he or she has the authority to bind the Parties to the terms of this Stipulation.

15. Further Assurances. The Parties hereby agree promptly to execute and deliver any and all such further instruments and documents and to take all such further actions as may be reasonably required by the other Parties to effectuate the terms and conditions of this Stipulation.

16. Binding Effect. The Parties' respective rights, obligations, remedies, and protections provided for in this Stipulation and shall survive the conversion, dismissal, or closing of the Chapter 11 Cases, and the terms and provisions of this Stipulation shall continue in full force and effect notwithstanding the entry of any order effecting the foregoing.

17. Construction. No Party shall be deemed the drafter of this Stipulation. The headings herein are solely for the convenience of the Parties and do not form a substantive part of this Stipulation.

18. Entire Agreement. This Stipulation constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof. Neither this Stipulation nor any terms hereof may be amended, changed, waived or discharged unless such amendment, change, waiver, or discharge is in a writing signed by the Party against whom enforcement is sought.

19. Representation by Counsel. The Parties acknowledge the benefit of professional advice rendered by legal counsel of their own selection prior to entering into this Stipulation or

that such Party did not elect to retain legal counsel. The Parties further acknowledge that they have had a sufficient opportunity to discuss and review this Stipulation with their attorneys, if retained, and fully understand and agree to the terms set forth herein.

20. Counterparts. This Stipulation may be executed in counterparts. Each counterpart shall be deemed an original. All counterparts shall constitute a single agreement. A facsimile of a signed copy of the Stipulation shall serve as an original executed copy for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Stipulation on the date set forth above:

Dated: June 10, 2013

YOUNG CONAWAY STARGATT & TAYLOR LLP

By: Pauline K. Morgan

Pauline K. Morgan (No. 3650)
Maris J. Kandestin (No. 5924)
Morgan L. Seward (No. 5388)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Dated: June __, 2013

PERELLA WEINBERG PARTNERS LP

By: _____

Derron S. Slonecker
Agnes Tang
767 Fifth Avenue
New York, New York 10019
Telephone: (212) 287-3200
Facsimile: (212) 287-3201

Dated: June __, 2013

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: _____

Alan W. Kornberg, Esq.
Jeffrey D. Saferstein, Esq.
Lauren Shumejda, Esq.
Ann K. Young, Esq.
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
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Dated: June __, 2013

GODFREY & KAHN, S.C.

By: _____

Dennis Connolly
780 North Water Street
Milwaukee, WI 53202-3590
Telephone: (414) 273-3500
Facsimile: (414) 273-5198

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Dated: June __, 2013

PERELLA WEINBERG PARTNERS LP

By: _____

Derron S. Slonecker
Agnes Tang
767 Fifth Avenue
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Telephone: (212) 287-3200
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Dated: June 14, 2013

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: _____

Alan W. Kornberg, Esq.
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Lauren Shumejda, Esq.
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1285 Avenue of the Americas
New York, New York 10019
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Dated: June __, 2013

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By: _____

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Dated: June __, 2013

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By: _____

Pauline K. Morgan (No. 3650)
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Dated: June __, 2013

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By: _____

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New York, New York 10019
Telephone: (212) 287-3200
Facsimile: (212) 287-3201

Dated: June __, 2013

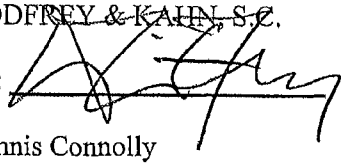
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: _____

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Lauren Shumejda, Esq.
Ann K. Young, Esq.
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
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Dated: June 10, 2013

GODFREY & KAHN, S.C.

By: 

Dennis Connolly
780 North Water Street
Milwaukee, WI 53202-3590
Telephone: (414) 273-3500
Facsimile: (414) 273-5198

Dated: June 6, 2013

STROOCK & STROOCK & LAVAN LLP

By: _____

Kristopher M. Hansen, Esq.
180 Maiden Lane
New York, NY 10038-4982
Telephone: (212) 806-6056
Facsimile: (212) 806-9056

Dated: June 6, 2013

STROOCK & STROOCK & LAVAN LLP

By: _____

Kristopher M. Hansen, Esq.
180 Maiden Lane
New York, NY 10038-4982
Telephone: (212) 806-6056
Facsimile: (212) 806-9056

On behalf of the Ad Hoc DIP Lenders

Dated: June __, 2013

SCHOOL SPECIALTY, INC.

By: _____

Michael P. Lavelle
Chief Executive Officer
W6316 Design Drive
Greenville, WI 54942
Telephone: (920) 882-5800

On behalf of itself and its affiliates

SO ORDERED:

_____
Honorable Kevin J. Carey
United States Bankruptcy Judge

Dated: June __, 2013

STROOCK & STROOCK & LAVAN LLP

By: _____

Kristopher M. Hansen, Esq.
180 Maiden Lane
New York, NY 10038-4982
Telephone: (212) 806-6056
Facsimile: (212) 806-9056

Dated: June __, 2013

STROOCK & STROOCK & LAVAN LLP

By: _____

Kristopher M. Hansen, Esq.
180 Maiden Lane
New York, NY 10038-4982
Telephone: (212) 806-6056
Facsimile: (212) 806-9056

On behalf of the Ad Hoc DIP Lenders

Dated: June 10, 2013

SCHOOL SPECIALTY, INC.

By: _____

Michael P. Lavelle
Chief Executive Officer
W6316 Design Drive
Greenville, WI 54942
Telephone: (920) 882-5800

On behalf of itself and its affiliates

SO ORDERED:

_____
Honorable Kevin J. Carey
United States Bankruptcy Judge

PERELLA WEINBERG PARTNERS FEES & EXPENSES

	February	March	April	May	June	Success Fee	Total
Monthly Fee	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$37,500.00		$637,500.00
Success Fee						1,900,000.00	1,900,000.00
Expenses [1]		4,209.36	3,500.00	3,500.00	875.00		12,084.36
Total	$150,000.00	$154,209.36	$153,500.00	$153,500.00	$38,375.00	$1,900,000.00	$2,549,584.36

Notes:

(1) Actual expenses incurred through 3/31/13 and estimates for April - June