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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
US OFFICE PRODUCTS COMPANY (ID#52-1906050), et
al.
Debtors.

Chapter 11
Case No. 01-646 through 01-673 (PJW)
Jointly Administered
Meeting of Creditors: 4/26/01 at 10:00 a.m.

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY CASE,
MEETING OF CREDITORS AND FIXING OF CERTAIN DATES**

On March 5, 2001 US Office Products Company, 2100 Pennsylvania Avenue NW, 4th Floor, Washington, DC 20037 and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11, United States Code (the "Bankruptcy Code"). The Debtors and their respective addresses, case numbers and federal tax identification numbers are attached hereto as Exhibit A.

DATE, TIME AND LOCATION OF MEETING OF CREDITORS. April 26, 2001 at 10:00 a.m., 844 King Street, Room 2313, Wilmington, DE 19801.

DEADLINE TO FILE A PROOF OF CLAIM. No deadline has been set. Notice of a deadline will be sent at a later time.

COUNSEL FOR THE DEBTOR(S).

Brendan Linehan Shannon, Esquire
Young Conaway Stargatt & Taylor, LLP
Wilmington Trust Center, 11th Floor
1100 North Market Street
P.O. Box 391
Wilmington, Delaware 19899-0391

Duane D. Morse, Esquire
Wilmer, Cutler & Pickering
2445 M Street NW
Washington, D.C. 20037-1420

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W.F. [unclear] CLERK.

CREDITOR INFORMATION LINE. The Debtors have established a dedicated phone line at (202) 663-6996 ext. 2159. You may leave a message for the Debtors and your call will be returned as soon as possible in the order received.

COMMENCEMENT OF CASE. Voluntary Petitions for reorganization under chapter 11 of the Bankruptcy Code have been filed in this Court by the Debtors listed on Exhibit A, and orders for relief have been entered. You will not receive notice of all documents filed in these cases. All documents filed with the Court, including lists of the Debtors' property and debts, are available for inspection at the Office of the Clerk of the Bankruptcy Court. In addition, such documents may be available at www.deb.uscourts.gov.

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the U.S. Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the court at a confirmation hearing. Creditors will be given notice concerning any plan, or in the event these cases are dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate their business unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom a debtor owes money or property. Under the Bankruptcy Code, a debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting a debtor to demand repayment, taking action against a debtor to collect money owed to creditors or to take property of a debtor, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the Court may penalize that creditor. A creditor who is considering taking action against a debtor or the property of a debtor should review § 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the Clerk of the Bankruptcy Court are not permitted to give legal advice.

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(5) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting the creditors may examine the Debtors and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting and without further written notice to the creditors.

CLAIMS. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedule of creditors has the responsibility for determining that the claim is listed accurately. **Separate notice of the deadline to file proofs of claim and proof of claim forms will be provided to the Debtors' known creditors.** Proof of claim forms are also available in the clerk's office of any bankruptcy court, or from the Court's web site at www.deb.uscourts.gov. **Poorman-Douglas Corporation** is the claims agent in these cases and can provide a proof of claim form if you cannot obtain one from your local bankruptcy court. Poorman-Douglas Corporation can be reached as follows:

Poorman-Douglas Corporation
 10300 SW Allen Blvd.
 Beaverton, OR 97005

DISCHARGE OF DEBTS. Confirmation of a chapter 11 plan may result in the discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan.

For the Court: /s/ David D. Bird

Dated as of: March 27, 2001
 Clerk of the U.S. Bankruptcy Court

EXHIBIT A

Case No.	Company Name	Mailing Address	EIN
01-00646	US Office Products Company	2100 Pennsylvania Avenue NW, 4th Floor. Washington, DC 20037	52-1906050
01-00647	Bindery Systems, Inc.	Same as Above	93-0976940
01-00648	Central Texas Office Products, Inc.	Same as Above	74-2367790
01-00649	Dulworth Office Furniture Company	Same as Above	61-0853132
01-00650	Forty-Fifteen Papin Redevelopment Corp.	Same as Above	43-1888884
01-00651	Interiors Acquisition Corp.	Same as Above	applied for
01-00652	Kentwood Office Furniture, Inc.	Same as Above	38-2935228
01-00653	KOF-CT Acquisition Corp.	Same as Above	51-0390456
01-00654	McWhorter's, Inc.	Same as Above	94-2623280
01-00655	Modern Food Systems, Inc.	Same as Above	35-1452471
01-00656	Modern Vending, Inc.	Same as Above	35-1281612
01-00657	OE Acquisition Corp.	Same as Above	51-0392639
01-00658	ReWork Acquisition Corp.	Same as Above	25-1813853
01-00659	Sletten Vending Service, Inc.	Same as Above	39-1245889
01-00660	The Systems House, Inc.	Same as Above	36-3128937
01-00661	USOP Holding Co. of Mexico, Inc.	Same as Above	applied for
01-00662	USOPN, Inc.	Same as Above	52-2123613
01-00663	USOP Merchandising Company	Same as Above	52-1997750
01-00664	US Office Products, Colorado District, LLC	Same as Above	52-1906050
01-00665	US Office Products, Chicago District, LLC	Same as Above	36-4256254
01-00666	US Office Products, Florida District, LLC	Same as Above	59-3530198
01-00667	US Office Products, Georgia District, LLC	Same as Above	58-2411961
01-00668	US Office Products, Mid-Atlantic District, Inc.	Same as Above	52-0852962
01-00669	US Office Products, Mid-South District, Inc.	Same as Above	62-1307529
01-00670	US Office Products, North Atlantic District	Same as Above	13-3910749
01-00671	US Office Products, Northwest Districts, LLC	Same as Above	93-1274245
01-00672	US Office Products, South Central District, Inc.	Same as Above	62-1112418
01-00673	Vend-Rite Service Corporation	Same as Above	23-2014419

4. Upon receipt of a competing offer that satisfies all of the required terms and conditions set forth in the preceding paragraphs (b) and (c) (a "Conforming Competing Bid"), the Debtors, in their discretion, may communicate with such Competing Bidder prior to the Sale Hearing, and such Competing Bidder shall provide to the Debtors within one business day after the Debtors' request therefor any information reasonably required by the Debtors in connection with the Debtors' evaluation of such Conforming Competing Bid;
5. Prior to the Sale Hearing, the Debtors shall evaluate Purchaser's offer, as embodied in the Agreement, and any Conforming Competing Bids they have received and shall select the offer that it determines to be the highest and best offer for the Assets (the "Initial Accepted Offer");
6. On April 23, 2001 at 10:00 a.m. (Eastern Time), the Debtors shall conduct an auction at the offices of Wilmer, Cutler & Pickering, 2445 M Street NW, Washington, D.C. 20037, on invitation to Purchaser and each Competing Bidder that has made a timely Conforming Competing Bid to determine whether the Initial Accepted Offer or a higher and better offer will be presented to the Court for approval at the Sale Hearing. The only persons who will be permitted to bid at the Auction are the Purchaser and those that have made Conforming Competing Bids. The Initial Accepted Offer or any further offer submitted at the Auction that the Debtors determine to be the highest and best offer for the Transferred Assets and a Superior Proposal (the "Final Accepted Offer") shall be submitted for approval by the Court. Within one business day after the Debtors notify the party submitting the Final Accepted Offer (the "Successful Offeror") that its offer has been determined by the Debtors to be the Final Accepted Offer, the Successful Offeror, if it is a party other than Purchaser, shall deliver the Remaining Deposit to the Debtors.
7. If there is competitive bidding at the Auction, each successive bid (after the Initial Overbid) shall be in an amount of at least \$1,000,000 in excess of the highest preceding bid;
8. Purchaser shall have the right at the Auction to credit bid the amount of the Bankruptcy Termination Amount against any offer Purchaser may make in the Auction in response to the bid of a Competing Bidder;
9. Each Initial Deposit and Remaining Deposit received by the Debtors shall be maintained in an interest-bearing account and be subject to the jurisdiction of the Court;
10. The Full Deposit shall be applied by the Debtors against the purchase price to be paid by the Successful Offeror at the closing of the transaction approved by the Court, and in the event the Successful Offeror does not consummate said transaction by reason of its breach of the terms of its agreement with the Debtors, the Full Deposit, together with any interest paid thereon, shall be retained by the Debtors;
11. Promptly following the conclusion of the Sale Hearing, the Debtors shall return to each unsuccessful Competing Bidder, its Initial Deposit, together with any interest paid thereon, submitted by such unsuccessful Competing Bidder.

Dated: March 26, 2001

BY ORDER OF THE COURT
UNITED STATES BANKRUPTCY COURT

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: US OFFICE PRODUCTS COMPANY et. al, Debtors.

Chapter 11 Case No. 01-0646 (PJW) (Jointly Administered) Sale Hearing: April 24, 2001 at 2:00 p.m. Auction Date: April 23, 2001 at 10:00 a.m. Objection Deadline: April 17, 2001 at 4:00 p.m.

NOTICE OF (A) PUBLIC AUCTION AT WHICH THE DEBTORS WILL SOLICIT BIDS FOR THE SALE OF THE ASSETS COMPRISING THE NORTH AMERICAN OPERATIONS OF THE US OFFICE PRODUCTS BUSINESS OF THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND TRANSFER TAXES; (B) PROCEDURES FOR THE SUBMISSION OF COMPETING OFFERS; AND (C) HEARING TO CONSIDER APPROVAL OF SUCH SALE

PLEASE TAKE NOTICE that a hearing (the "Sale Hearing") to consider the motion, dated March 5, 2001 (the "Motion") of the above captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order pursuant to sections 105(a), 363, 365, and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code") authorizing the Debtors' sale of the assets (the "Transferred Assets") comprising the North American operations of the US Office Products business of the Debtors (the "Business") free and clear of liens, claims, interests and transfer taxes pursuant to an Asset Purchase Agreement dated as of March 4, 2001, between Corporate Express Office Products, Inc. ("Purchaser") and the Debtors (the "Agreement"), subject to higher and better offers, is scheduled for April 24, 2001 at 2:00 p.m. before the Honorable Peter J. Walsh, United States Bankruptcy Judge in the United States Bankruptcy Court for the District of Delaware (the "Court"), Marine Midland Plaza, 824 Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the Sale Hearing, the Court will consider the Debtors' request to sell the Transferred Assets to Purchaser for a cash purchase price of \$250,000,000, subject to certain adjustments, on the terms and conditions of the Agreement or to such other Competing Bidder (as defined below) having submitted the highest and best offer in accordance with the Competitive Offer Procedures outlined below. A copy of the Motion and the Agreement may be inspected at the Office of the Clerk of the Court at the address set forth in the preceding paragraph or may be obtained by written request made to Debtors' counsel, Wilmer, Cutler & Pickering, Attention: Duane D. Morse, 2445 M Street NW, Washington D.C. 20037, Telephone: (202) 663-6000, Facsimile (202) 663-6363.

PLEASE TAKE FURTHER NOTICE that any objection to the relief requested in the Sale Motion must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the local rules and orders of the Court, must set forth the nature of the objectant's claims against or interests in the Debtors' estates, the basis for the objection and the specific grounds therefor, and must be filed with the Clerk of the Court at the address set forth above, and served so as to be received by the parties listed in paragraph (c)(vi) below on or before 4:00 p.m. on April 17, 2001.

PLEASE TAKE FURTHER NOTICE that the Court has approved the following Competitive Offer Procedures under which parties may make competing bids for the Transferred Assets. Capitalized terms used in this notice and not otherwise defined in this notice have the meanings set forth in the Agreement.

COMPETITIVE OFFER PROCEDURES

The Court has approved the following procedures relating to the submission and consideration of competing offers:

- 1. The Debtors shall provide (a) notice of the Auction, the Sale Motion and competitive bidding procedures, together with a copy of the Agreement to those persons who were contacted by the Debtors' financial advisor, Dresdner Kleinwort Wasserstein ("DrKW"), or who contacted or were contacted by DrKW or the Debtors during the prepetition marketing process with respect to a potential purchase of the Transferred Assets and (b) a copy of the Agreement to all other prospective offerors and parties in interest upon written request to the Debtors;
2. Upon request by a prospective offeror to the Debtors, the Debtors shall, upon execution by such prospective offeror of a confidentiality agreement in form and substance reasonably satisfactory to the Debtors and delivery of such prospective offeror's certified financial statements for the preceding two years (or of other evidence establishing to the Debtors' satisfaction such prospective offeror's financial capability to timely consummate its proposed transaction), provide such person (a "Prospective Offeror") with access to all relevant business and financial information necessary to enable such person to evaluate the Debtors' assets and liabilities related to the Business for the purpose of submitting a competing offer for the Transferred Assets. The Debtors shall promptly provide Purchaser with the name of each such Prospective Offeror;
3. To be considered, each competing offer for the Transferred Assets shall remain open and be irrevocable in accordance with its terms through the Sale Hearing and, if it is identified as the Final Accepted Offer (as defined below) through the date on which all applicable regulatory approvals of its offer is obtained and shall:
a. be made by a party satisfying the conditions described in the preceding paragraph (2) (a "Competing Bidder");

The affiliated Debtors are Bindery Systems, Inc.; Central Texas Office Products, Inc.; Dulworth Office Furniture Co.; Forty-Fifteen Papin Redevelopment Corp.; Interiors Acquisition Corp.; KOF-CT Acquisition Corp.; Kentwood Office Furniture, Inc.; McWhorter's, Inc.; Modern Food Systems, Inc.; Modern Vending, Inc.; OE Acquisition Corp.; ReWork Acquisition Corp.; Sletten Vending Service, Inc.; The Systems House, Inc.; US Office Products Company; US Office Products, Chicago District, LLC; US Office Products, Colorado District, LLC; US Office Products, Florida District, LLC; US Office Products, Georgia District, LLC; US Office Products, Mid-Atlantic District, Inc.; US Office Products, Mid-South District, Inc.; US Office Products, North Atlantic District, Inc.; US Office Products, Northwest District, LLC; US Office Products, South Central District, Inc.; USOP Holding Co. of Mexico, Inc.; USOP Merchandising Co.; USOPN, Inc.; Vend-Rite Service Corp.

- b. be submitted in writing and contain (A) a representation that the Competing Bidder will agree to all terms and conditions set forth in the Agreement other than matters relating to bidding provisions or (B) a mark up of the Agreement indicating the specific changes to the Agreement that the Competing Bidder requires;
- c. (A) provide for the Debtors' review only of the Competing Bidder's draft submissions relating to the approval of the Competing Bidder's purchase of the Transferred Assets by the Federal Trade Commission in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if required to consummate the transaction, (B) represent that the Competing Bidder is prepared to immediately initiate all actions necessary to obtain all other applicable regulatory approvals for the competing bid, and (C) provide its good faith estimate of the time within which such approvals will be obtained;
- d. not be considered to be a higher or better offer unless, at a minimum, such offer (A) provides for aggregate consideration to Debtors' estates of at least \$15,000,000 in excess of the purchase price to be paid by Purchaser under the Agreement (the "Initial Overbid") and is otherwise a Superior Proposal and (B) is not conditioned on the outcome of due diligence that is not completed by a date that is two business days prior to the date of the Auction. As set forth in the Agreement, a "Superior Proposal" means a proposal that the Debtors' Boards of Directors have determined in good faith, if accepted, is reasonably likely to be consummated taking into account all legal, financial, regulatory and other aspects of the proposal and the person making the proposal, and that the Debtors' Boards of Directors believe in good faith, would, if consummated, result in a transaction more favorable from a financial point of view than the transaction proposed by the Agreement;
- e. include a good faith deposit of \$15,000,000 in cash or other form of immediately available U.S. funds (the "Initial Deposit") and a commitment to provide, in the event such offer ultimately is determined by the Debtors to be the Final Accepted Offer (as defined below), a further deposit in cash or other form of immediately available U.S. funds in the amount sufficient to bring the total deposit up to the amount that is equal to 10% of the value of the offer (the "Remaining Deposit" and together with the Initial Deposit, the "Full Deposit") within one business day after the Debtors notify the Competing Bidder that its offer has been determined by Debtors to be the Final Accepted Offer (as defined below); and
- f. be submitted on or before 4:00 o'clock p.m. E.S.T. on April 17, 2001, by (A) delivering the complete competing offer together with the Initial Deposit to the Debtors; (B) filing a copy of the competing offer with the Court; and (C) delivering a complete copy of the competing offer to counsel for the Debtors, DrKW, Purchaser and its counsel, and counsel for the statutory committee of unsecured creditors appointed in the Debtors' chapter 11 cases at the following addresses:

to the Debtors:
US OFFICE PRODUCTS COMPANY
1025 Thomas Jefferson Street, NW
Washington, D.C. 20007
Attention: Mark D. Director, Esq.
Facsimile: (202) 339-6727

to counsel for the Debtors:
WILMER, CUTLER & PICKERING
2445 M Street, NW
Washington, D.C. 20037
Attention: Duane D. Morse, Esq.
Facsimile: (202) 663-6363

to the Debtors' financial advisor:
Dresdner Kleinwort Wasserstein
31 West 52nd Street, 26th Floor
New York, NY 10019
Attention: Mark Hostrick
Facsimile: 212-969-7836

to Purchaser:
CORPORATE EXPRESS OFFICE PRODUCTS, INC.
1 Environmental Way
Bloomfield, CO 80021
Attention: Thomas F. Cullen, Esq.
Facsimile: (303) 664-3908

to counsel for Purchaser:
LATHAM & WATKINS
885 Third Avenue
New York, NY 10022
Attention: Martin N. Flics, Esq.
Facsimile: (212) 751-4864

and to counsel for the statutory committee of unsecured creditors:
WEIL GOTSHAL & MANGES LLP
767 Fifth Avenue
New York NY 10453
Attention: John Rapisardi, Esq.
Facsimile: (212) 310-8007