Section 2 - Financial Information
Item 2.03 - Creation of a Direct Financial Obligation

On December 17, 2014, Cengage Learning Holdings II, Inc. (the “Company”), Cengage Learning Acquisitions, Inc. (the “Borrower”), and Cengage Learning Holdco, Inc. (“Holdco”) entered into Amendment No. 1 to the Term Loan Credit Agreement, dated as of March 31, 2014, by and among the Company, Borrower, Holdco, Credit Suisse AG Cayman Islands Branch and the lenders party thereto (the “Term Loan Amendment”). The principal provisions of the Term Loan Amendment amended the Term Loan Credit Agreement, dated as of March 31, 2014 by: (i) increasing the incremental net debt to consolidated EBITDA incurrence ratio from 3.75x to 4.5x, (ii) capping the first excess cash flow prepayment required for the fiscal year ended March 31, 2015 at 25% of excess cash and (iii) increasing the net debt to consolidated EBITDA ratio tests for exceptions to restricted payments from 3.75x to 4.5x.

Pursuant to the Term Loan Amendment, the Borrower incurred term loans in an aggregate principal amount of $300,000,000 (the “Incremental Term Loans”). The principal terms of the Incremental Term Loans include: (i) an interest rate of LIBOR (at not less than 1.0%) plus 600 basis points, (ii) a maturity date in March 2020, and (iii) mandatory quarterly prepayments of 0.25% of unpaid principal.

Also on December 17, 2014, the Company, Borrower, and Holdco entered into Amendment No. 1 to the Revolving Credit Agreement, dated as of March 31, 2014, by and among the Company, Borrower, Holdco, Citibank N.A. and the Guarantors and Lenders party thereto (the “ABL Amendment” together with the Term Loan Amendment, the “Amendments”). The ABL Amendment, in effect, affirmed that the Term Loan Amendment does not affect the terms of the Revolver Credit Agreement, dated as of March 31, 2014.

The proceeds of the Incremental Term Loans will be used to pay on December 30, 2014 a one-time cash dividend to the Company’s shareholders of record as of December 16, 2014 as previously announced.
The foregoing descriptions of the Amendments are qualified in their entirety by reference to the Term Loan Amendment and the ABL Amendment, copies of which are filed as Exhibits 9.1, and 9.2, respectively, and are incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01 - Exhibits

<table>
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About Cengage Learning

Cengage Learning is a leading educational content, technology, and services company for the higher education and K-12, professional and library markets worldwide. The company provides superior content, personalized services and course-driven digital solutions that accelerate student engagement and transform the learning experience. Cengage Learning is headquartered in Boston, MA with an office hub located in San Francisco, CA. Cengage Learning employees reside in nearly 40 different countries with company sales in more than 125 countries around the world. www.cengage.com.

Forward-Looking Statements

This report contains both historical and forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. A number of factors could cause actual results, performance or achievements to differ materially from the results expressed or implied in the forward-looking statements, including the factors described in this quarterly report and those listed in the “Risk Factors” section of the Company’s Transition Report for the nine months ended March 31, 2014. These factors should be considered carefully and readers should not place undue reliance on the forward-looking statements.
Exhibit 9.1

AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT

AMENDMENT NO. 1, dated as of December 17, 2014 (this “Amendment”), to the Term Loan Credit Agreement, dated as of March 31, 2014, among CENGAGE LEARNING ACQUISITIONS, INC., a Delaware corporation (the “Borrower”), CENGAGE LEARNING HOLDCO, INC., a Delaware corporation (“Holdings”), CENGAGE LEARNING HOLDINGS II, INC., as Parent (“Parent”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (the “Administrative Agent”) and collateral agent, and each lender from time to time party thereto (collectively, the “Lenders”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, Parent, the Lenders party thereto, the other Loan Parties party hereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Lenders agree to certain amendments to the Credit Agreement in order to (i) permit the Borrower to incur the First Amendment Incremental Term Loans (as defined below) as an increase to the aggregate principal amount of Original Term Loans under the Credit Agreement immediately prior to the effectiveness of this Amendment, (ii) permit the Borrower to pay a dividend with the proceeds of the First Amendment Incremental Term Loans to Borrower’s indirect equity holders in an aggregate amount not to exceed $300,000,000 (the “2014 Dividend”) and (iii) make certain other amendments to the Credit Agreement as set forth herein.

WHEREAS, the Lenders party hereto, constituting at least the Required Lenders, immediately prior to the incurrence of the First Amendment Incremental Term Loans, have agreed to the Required Lender Amendments (as defined below), subject to the terms and conditions set forth in this Amendment.

WHEREAS, pursuant to Section 2.14 of the Credit Agreement, the Borrower may request Incremental Term Loans by giving notice to the Administrative Agent.

WHEREAS, after giving effect to the Required Lender Amendments, the Borrower has requested that the First Amendment Incremental Term Lenders (as defined below) provide to the Borrower term loans in an aggregate principal amount of $300,000,000, the proceeds of which will be used to fund the 2014 Dividend, which upon funding shall be in the form of a fungible increase to the Original Term Loans (as defined herein) outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment (the “First Amendment Incremental Term Loans”), having the terms and subject to the conditions set forth herein in the Credit Agreement.

WHEREAS, each Person that executes and delivers a joinder to this Amendment in the form of Exhibit A (a “Joinder”) is willing to provide the First Amendment Incremental Term Loans to the Borrower in the amount set forth on the signature page of such Person’s Joinder on the Amendment No. 1 Effective Date (the “First Amendment Incremental Term Commitment”), on the terms and subject to the conditions set forth herein (each, a “First Amendment Incremental Term Lender”); and

WHEREAS, the First Amendment Incremental Term Loans shall be made pursuant to this Amendment, after giving effect to the Required Lender Amendments.

NOW, THEREFORE, the parties hereto hereby agree as follows:
ARTICLE I
Defined Terms

Section 1.1 Defined Terms. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement unless otherwise defined herein.

ARTICLE II
Required Lender Amendments and First Amendment Incremental Term Loans

Section 2.1 Required Lender Amendments to Credit Agreement. Effective as of the Amendment No. 1 Effective Date, the Lenders party hereto, constituting at least the Required Lenders, immediately prior to the incurrence of the First Amendment Incremental Term Loans, have agreed to the amendments to the Credit Agreement as set forth in Article III hereto (collectively, the “Required Lender Amendments”).

Section 2.2 First Amendment Incremental Term Loans. Effective as of the Amendment No. 1 Effective Date, immediately after the effectiveness of the Required Lender Amendments, the Borrower confirms and agrees that (i) it requested the funding of the First Amendment Incremental Term Loans in an aggregate principal amount of $300,000,000, which upon funding will be in the form of a fungible increase to the Original Term Loans outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment, to be referred to in the Credit Agreement as First Amendment Incremental Term Loans, from the First Amendment Incremental Term Lenders pursuant to and on the terms set forth in Section 2.14 of the Credit Agreement and this Amendment, effective on the Amendment No. 1 Effective Date and (ii) on the Amendment No. 1 Effective Date after giving effect to the Required Lender Amendments, the Borrower will borrow (and hereby requests funding of) an aggregate principal amount of $300,000,000 of First Amendment Incremental Term Loans from the First Amendment Incremental Term Lenders. This Amendment shall be deemed an Incremental Amendment for purposes of Section 2.14 of the Credit Agreement.

Section 2.3 Agreements of First Amendment Incremental Term Lenders. Each First Amendment Incremental Term Lender agrees that (i) effective on and at all times after the Amendment No. 1 Effective Date, in addition to all Term Loans of such Lender (if any) outstanding prior to the Amendment No. 1 Effective Date, such First Amendment Incremental Term Lender will constitute a Lender for all purposes under the Credit Agreement and be bound by all obligations of a Lender under the Credit Agreement in respect of its First Amendment Incremental Term Loans and (ii) on the Amendment No. 1 Effective Date, subject to the satisfaction or waiver of the conditions set forth in Article IV of this Amendment, such First Amendment Incremental Term Lender will fund First Amendment Incremental Term Loans in the amount of such First Amendment Incremental Term Lender’s First Amendment Incremental Term Commitment.

Section 2.4 Fungibility of First Amendment Incremental Term Loans. All of the parties hereto agree that the First Amendment Incremental Term Loans will upon funding, be an increase in the Original Term Loans outstanding prior to the Amendment No. 1 Effective Date (after giving effect to this Amendment), will constitute Original Term Loans for all purposes of the Credit Agreement will have the same terms as the Original Term Loans prior to the Amendment No. 1 Effective Date (after giving effect to this Amendment) and will, together with the Original Term Loans outstanding prior to the Amendment No. 1 Effective Date, be treated as one Class of Term Loans. Unless otherwise required by
law, the parties hereto intend to treat the First Amendment Incremental Term Loans as being fungible with the Original Term Loans for U.S. federal income tax purposes.

ARTICLE III

Amendments

Subject to the occurrence of the Amendment No. 1 Effective Date:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

“2015 After Year End Payment” has the meaning specified in Section 2.05(b)(i).

“Amendment No. 1” means Amendment No. 1 to this Agreement dated as of December 17, 2014, among the Borrower, Parent, Holdings, the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

“Amendment No. 1 Effective Date” means December 17, 2014, the date of effectiveness of Amendment No. 1.

“First Amendment Incremental Term Commitment” shall have the meaning assigned to such term in Amendment No. 1.

“First Amendment Incremental Term Lender” shall have the meaning assigned to such term in Amendment No. 1.

“First Amendment Incremental Term Loan” shall have the meaning assigned to such term in Amendment No. 1.

“Incremental Term Lender” means, at any time, any Lender that has an Incremental Term Commitment or an Incremental Term Loan at such time.

(b) The definition of “Applicable Rate” is hereby amended and restated in its entirety as follows:

“Applicable Rate” means a percentage per annum equal to (i) for Eurocurrency Rate Loans that are Original Term Loans (including, for the avoidance of doubt, the First Amendment Incremental Term Loans), 6.0%, (ii) for Base Rate Loans that are Original Term Loans (including, for the avoidance of doubt, the First Amendment Incremental Term Loans), 5.0%, (iii) in the case of any Class of Extended Term Loans, the Applicable Rate shall be the applicable percentages set forth in the applicable Extension Amendment and (iv) in the case of any Class of Incremental Term Loans, the Applicable Rate shall be the applicable percentages set forth in the applicable Incremental Amendment.

(c) The definition of “Class” is hereby amended and restated in its entirety as follows:

“Class” (a) when used with respect to Lenders, refers to whether such Lenders are Original Term Lenders, Lenders holding Incremental Term Loans or Additional Incremental Term Loans of a particular Incremental Series (subject to any requirements set forth in the applicable Incremental Amendment), Lenders holding Extended Term Loans under any Extended
Term Facility or Lenders holding Refinancing Term Loans under a particular Refinancing Term Facility, (b) when used with respect to Commitments, refers to whether such Commitments are Original Term Commitments, First Amendment Incremental Term Commitments, Refinancing Term Commitments in respect of a particular Refinancing Term Facility or Incremental Term Commitments of a particular Incremental Series (subject to any requirements set forth in the applicable Incremental Amendment) and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Original Term Loans, Extended Term Loans under a particular Extended Term Facility, Refinancing Term Loans under a particular Refinancing Term Facility, Incremental Term Loans or Additional Incremental Term Loans of a particular Incremental Series (subject to any requirements set forth in the applicable Incremental Amendment) or Replacement Term Loans established on a single date.

(d) The definition of “Lender” is hereby amended and restated in its entirety as follows:

“Lender” has the meaning specified in the introductory paragraph to this Agreement (which, for the avoidance of doubt, shall include the First Amendment Incremental Term Lenders and any other Incremental Term Lenders) and, as the context requires, their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

(e) The definition of “Maturity Date” is hereby amended and restated in its entirety as follows:

“Maturity Date” means with respect to means with respect to the Original Term Loans (including, for the avoidance of doubt, the First Amendment Incremental Term Loans), the sixth anniversary of the Closing Date or (i) in the case of any Extended Term Loan, the maturity date set forth in the applicable Extension Amendment and (ii) in the case of any Incremental Term Loans, the maturity date set forth in the Incremental Amendment; provided that if such day is not a Business Day, the applicable Maturity Date shall be the Business Day immediately preceding such day.

(f) The definition of “Original Term Commitment” is hereby amended and restated in its entirety as follows:

“Original Term Commitment” means, as to each Term Lender, its obligation to make an Original Term Loan (other than First Amendment Incremental Term Loans) to the Borrower pursuant to Section 2.01 in an aggregate principal amount not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Term Commitment” or in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Original Term Commitments is $1,750,000,000.

(g) The definition of “Original Term Lender” is hereby amended and restated in its entirety as follows:
“Original Term Lender” means, at any time, any Lender that has an Original Term Commitment or an Original Term Loan at such time. First Amendment Incremental Term Lenders shall be considered Original Term Lenders for all purposes hereunder other than Section 2.01(a) and Section 2.06(a).

(h) The definition of “Original Term Loans” is hereby amended and restated in its entirety as follows:

“Original Term Loans” means the (x) loans made on the Closing Date under the Original Term Commitments pursuant to Section 2.01 and (y) First Amendment Incremental Term Loans made on the Amendment No. 1 Effective Date pursuant to Amendment No. 1 and this Credit Agreement, as amended by Amendment No. 1.

(i) The definition of “Repricing Transaction” is hereby amended and restated in its entirety as follows:

“Repricing Transaction” means the prepayment or refinancing of all or a portion of the Term Loans with the incurrence by the Borrower or any of its Restricted Subsidiaries of any long-term bank debt financing incurred for the primary purpose of reducing the effective interest cost or weighted average yield to less than the interest rate for or weighted average yield of the Term Loans, including without limitation, as may be effected through any amendment hereto relating to the interest rate for the Term Loans, but which, for the avoidance of doubt, does not include any prepayment or refinancing in connection with a Change of Control, any refinancing that involves an upsizing in connection with an acquisition or other fundamental change or any other transaction not permitted by the Credit Agreement

(j) The definition of “Term Commitment” is hereby amended and restated in its entirety as follows:

“Term Commitment” means, with respect to each Term Lender, individually and collectively, the Original Term Commitment or First Amendment Incremental Term Commitment of such Lender, any Incremental Term Commitment of such Lender, any Refinancing Term Commitment of such Lender or any Extended Term Loan Commitment of such Lender.

(k) The definition of “Term Lender” is hereby amended and restated in its entirety as follows:

“Term Lender” means, at any time, any Lender that has an Original Term Commitment (including, a First Amendment Incremental Term Commitment), an Incremental Term Commitment, a Refinancing Term Commitment, an Original Term Loan, an Extended Term Loan, a Refinancing Term Loan, or any Incremental Term Loan at such time.

(l) Section 2.01 of the Credit Agreement is hereby amended by (i) adding “(a)” before the words “Subject to the terms” and (ii) adding the following paragraph (b) to such Section:

“(b) Subject to the terms and conditions set forth herein and of Amendment No. 1, each First Amendment Incremental Term Lender severally agrees to make to the Borrower a single loan denominated in Dollars in a principal amount equal to such First Amendment Incremental Term Lender’s First Amendment Incremental Term Commitment on the Amendment No. 1 Effective Date. First Amendment Incremental Term Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein.”
Section 2.05(a)(iv) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“At the time of the effectiveness of any Repricing Transaction that is consummated prior to the date that is six months following the Amendment No. 1 Effective Date, the Borrower agrees to pay to the Administrative Agent for the ratable account of each Lender with outstanding Loans which are repaid, refinanced, substituted, replaced or prepaid pursuant to such Repricing Transaction (including each Lender that withholds its consent to such Repricing Transaction and is replaced as a Non-Consenting Lender under Section 3.07(d)), a fee in an amount equal to 1.0% of the aggregate principal amount of all Loans prepaid (or converted) in connection with such Repricing Transaction (or in the case of any Repricing Transaction in connection with an amendment hereto, the aggregate principal amount of all Loans outstanding on such date pursuant to such Repricing Transaction). Such fees shall be due and payable upon the date of the effectiveness of such Repricing Transaction.”

Section 2.05(b)(i) of the Credit Agreement is hereby amended by:

(i) adding the following as the first sentence of such Section:

“No later than the tenth Business Day after which financial statements are required to be delivered pursuant to Section 6.01(a) (and the related Compliance Certificate has been delivered pursuant to Section 6.01(a)) with respect to the fiscal year ending March 31, 2015, the Borrower shall cause to be prepaid, 25% of Excess Cash Flow for such fiscal year minus the sum of (i) all voluntary prepayments of Term Loans during such fiscal year (and any prepayments made prior to the making of the prepayment required hereby but following the end of such fiscal year (such payment, a “2015 After Year End Payment”)) and (ii) all voluntary prepayments of Loans under the ABL Credit Agreement to the extent the commitments under the ABL Credit Agreement are permanently reduced by the amount of such prepayments, during such fiscal year (and, any 2015 After Year End Payments in respect of the ABL Credit Agreement that result in a permanent reduction in commitments thereunder); in the case of each of the immediately preceding clauses (i) and (ii) to the extent such prepayments are not funded with the proceeds of Indebtedness.”

(ii) replacing the words “(commencing with the first full fiscal year ending on March 31, 2015)” with “(commencing with the first full fiscal year ending on March 31, 2016)”;

(iii) replacing the first proviso in such Section with the following:

“provided that (x) the ECF Percentage shall be 25% if the Total Leverage Ratio is greater than or equal to 3.50 to 1.00 but less than 4.00 to 1.00 and (y) the ECF Percentage shall be 0% if the Total Leverage Ratio for the Applicable Period covered by such financial statements was less than 3.50 to 1.00;”.

Section 2.05(b)(ii)(A) of the Credit Agreement is hereby amended by replacing the words “3.75 to 1.00” with “4.50 to 1.00”.

Section 2.06(a) of the Credit Agreement is hereby amended by (i) adding “(a)” at the end of the words “Section 2.01”, and (ii) adding the following at the end thereof:
“The First Amendment Incremental Term Commitment of each First Amendment Incremental Term Lender shall be automatically and permanently reduced to $0 on the Amendment No. 1 Effective Date following the making of such First Amendment Incremental Term Lender’s First Amendment Incremental Term Loans pursuant to Section 2.01(b).”

(q) The first sentence of Section 2.07(a) of the Credit Agreement is hereby amended and restated as follows:

“The Borrower shall repay to the Administrative Agent for the ratable account of the Term Lenders (which Term Lenders shall include, for the avoidance of doubt, the Lenders holding the Original Term Loans and the First Amendment Incremental Term Loans) (i) on the last Business Day of each March, June, September and December, commencing with the last Business Day of December 2014, an aggregate principal amount equal to 0.25% of the product of (x) the sum of (I) the aggregate principal amount of all Original Term Loans outstanding immediately prior to the Amendment No. 1 Effective Date and (II) the aggregate principal amount of First Amendment Incremental Term Loans on the Amendment No. 1 Effective Date and (y) a fraction, the numerator of which is the aggregate principal amount of the Original Term Loans funded on the Closing Date and the denominator of which is equal to the aggregate principal amount of Original Term Loans outstanding immediately prior to the Amendment No. 1 Effective Date, after such product is rounded to the nearest full Dollar (for the avoidance of doubt, and rounding to the nearest full Dollar, such repayment amount shall be, from and after the Amendment No. 1 Effective Date, $5,128,769.00 on each such last Business Day of March, June, September and December) (which payments shall be reduced as a result of the application of prepayments in accordance with Section 2.05) and (ii) on the Maturity Date for the Original Term Loans, the aggregate principal amount of all Original Term Loans (including, for the avoidance of doubt, the First Amendment Incremental Term Loans) outstanding on such date.”

(r) Section 2.14(a) of the Credit Agreement is hereby amended by:

(i) adding the following before the words “(the “Incremental Term Loans” and any such Class, an “Incremental Series”):”:

“or an increase to any existing Class of term loans”

(ii) adding the following after the words “shall not exceed $500,000,000”:

“(provided, however, that the First Amendment Incremental Term Loans made on the Amendment No. 1 Effective Date shall not reduce the aggregate $500,000,000 limitation set forth in this Section 2.14(a));” and

(iii) replacing the words “3.75 to 1.00” with “4.50 to 1.00”.

(s) Section 6.12 of the Credit Agreement is hereby amended by adding the following at the end of such Section:

“Use of the proceeds of the First Amendment Incremental Term Loans made on the Amendment No. 1 Effective Date, together with cash on hand of the Borrower, shall be used to make the Restricted Payment permitted by Section 7.06(o) hereof and to pay fees, costs and expenses related to Amendment No. 1.”
(t) Section 7.03 of the Credit Agreement is hereby amended by:
   (i) in clause (g), replacing the words “3.75 to 1.00” with “4.50 to 1.00”;
   (ii) in clause (w), replacing the words “4.50 to 1.00” with “5.25 to 1.00”; and
   (iii) in clause (x), replacing the words “3.75 to 1.00” with “4.50 to 1.00”.

(u) Section 7.06(m) of the Credit Agreement is hereby amended by (i) replacing the words “3.75:1.00” with “4.50 to 1.00”, and (ii) deleting the word “and” at the end of such Section.

(v) Section 7.06(n) of the Credit Agreement is hereby amended by (i) replacing the words “3.75 to 1.00” with “4.50 to 1.00”, and (ii) replacing “.” at the end of such Section with “; and”.

(w) Section 7.06 of the Credit Agreement is hereby amended by adding the following as a new clause (o) to such Section:

   “(o) the Borrower may make a Restricted Payment in an aggregate amount not to exceed $300,000,000 with the gross proceeds received from the First Amendment Incremental Term Loans.”

(x) Section 7.09 of the Credit Agreement is hereby amended by:
   (i) replacing the words “3.75 to 1.00” with “4.50 to 1.00”; and
   (ii) replacing the words “3:00 to 1.00” with “3.75 to 1.00”.

(y) Section 7.10 of the Credit Agreement is hereby amended by adding “and the ABL Facility Documents” after the reference to “the Loan Documents” at the end of clause (a)(i) of such Section.

ARTICLE IV

Conditions to Effectiveness

This Amendment shall become effective on the date (the “Amendment No. 1 Effective Date”) on which each of the following conditions has been satisfied (or waived):

(a) The Administrative Agent (or its counsel) shall have received from (i) each First Amendment Incremental Term Lender with a First Amendment Incremental Term Commitment, (ii) Lenders constituting at least the Required Lenders immediately prior to the incurrence of the First Amendment Incremental Term Loans (the “Consenting Lenders”), (iii) the Administrative Agent, (iv) each of the Borrower, Holdings and Parent, and (v) each other Guarantor party hereto, (x) a counterpart of this Amendment signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement. The Administrative Agent shall have received from each First Amendment Incremental Term Lender an executed counterpart to the Joinder.

(b) The Administrative Agent (or its counsel) shall have received a secretary’s certificate from each Loan Party certifying (i) as to the incumbency certificates of Responsible Officers
evidencing the identity, authority and capacity of each Responsible Officer thereof, (ii) that the copies of such Loan Party’s authorizing resolutions approving and adopting this Amendment and the transactions contemplated herein, are true, correct and complete copies and in full force and effect as of the Amendment No. 1 Effective Date, (iii) either updated Organizational Documents of such Loan Party or a certification that the Organizational Documents of such Loan Party delivered to the Administrative Agent as of the Closing Date have not been modified, amended, revoked or rescinded since the date of original delivery, and, in each case, are in full force and effect as of the Amendment No. 1 Effective Date, and (iv) a copy of a certificate of good standing (or the equivalent (if any) of each Loan Party from such Loan Party’s jurisdiction of organization or formation, in each case certified as of a recent date by the appropriate Governmental Authority.

(c) The Administrative Agent (or its counsel) shall have received a certificate attesting to the Solvency of the Parent and its Subsidiaries (on a consolidated basis) on the Amendment No. 1 Effective Date after giving effect to this Amendment, the incurrence of the First Amendment Incremental Term Loans, the payment of the 2014 Dividend and the payment of fees and expenses in connection with this Amendment, from the Chief Financial Officer of the Parent.

(d) The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower, dated the Amendment No. 1 Effective Date, certifying each Loan Party’s compliance with the conditions set forth in clauses (j), (k), and (l) of this Article IV.

(e) The Administrative Agent, the Lenders and each First Amendment Incremental Term Lender shall have received an opinion from Kirkland & Ellis LLP, New York counsel to the Loan Parties in form and substance reasonably acceptable to the Administrative Agent.

(f) The Administrative Agent (or its counsel) shall have received evidence, including UCC, tax and judgment lien searches from the jurisdiction of formation and jurisdiction of the chief executive officer of each Loan Party, that none of the Collateral is subject to any Liens (in each case other than Permitted Liens).

(g) The Administrative Agent shall have received a Committed Loan Notice relating to the Credit Extension of the First Amendment Incremental Term Loans.

(h) All fees and reasonable out-of-pocket expenses (including the fees and expenses of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent) required to be paid hereunder or pursuant to the Engagement Letter, dated as of December 9, 2014 (as the same may be amended or supplemented in accordance with its terms), by and between the Borrower and Credit Suisse Securities (USA) LLC and invoiced at least three Business Days prior to the Amendment No. 1 Effective Date shall have been or will be paid in full in cash.

(i) The Administrative Agent shall have received at least four Business Days prior to the Amendment No. 1 Effective Date to the extent requested no later than ten days prior to the Amendment No. 1 Effective Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act. The Administrative Agent hereby confirms receipt of such documentation and other information.

(j) The representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date (both before and after giving effect to the incurrence of the First Amendment Incremental Term Loans and the use of proceeds.
therefrom) with the same effect as though made on and as of the date hereof; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and the Administrative Agent (or its counsel) shall have received a certificate of the Borrower to that effect.

(k) The representations and warranties in Article V of this Amendment shall be true and correct in all material respects as of the date hereof (both before and after giving effect to the First Amendment Incremental Term Loans the use of proceeds therefrom).

(l) At the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred or is continuing or shall result from this Amendment and related Credit Extension or from the application of the proceeds therefrom.

(m) The Administrative Agent shall have received payment of consent fees by the Borrower for the ratable benefit of each Consenting Lender who has delivered an executed signature page hereto by 5:00 p.m. (New York City time) on December 15, 2014 (or such later time as approved by the Borrower) equal to 0.25% of the outstanding principal amount of outstanding Original Term Loans (excluding, for the avoidance of doubt, any First Amendment Incremental Term Loans) held by each Consenting Lender at the time of its consent.

The Administrative Agent shall promptly notify the Borrower and the Lenders of the Amendment No. 1 Effective Date.

ARTICLE V

Representation and Warranties

After giving effect to the amendments contained herein, on the Amendment No. 1 Effective Date, each Loan Party hereby confirms that: (a) this Amendment has been duly authorized, executed and delivered by each Loan Party party hereto and constitutes the legal, valid and binding obligations of each such Loan Party enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity; (b) the representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date (both before and after giving effect to the incurrence of the First Amendment Incremental Term Loans and the use of proceeds therefrom) with the same effect as though made on and as of the date hereof; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and the Administrative Agent (or its counsel) shall have received a certificate of the Borrower to that effect; (c) each of the Parent and its Subsidiaries are Solvent (on a consolidated basis) on the Amendment No. 1 Effective Date after giving effect to this Amendment, the incurrence of the First Amendment Incremental Term Loans, the payment of the 2014 Dividend and the payment of fees and expenses in connection with this Amendment; (d) after giving effect to this Amendment, the execution, delivery and performance by each Loan Party of this Amendment to which such Person is a party, and the consummation of this Amendment and the transactions contemplated hereby, are within such Loan Party’s corporate or other powers, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene the terms of any
of such Person’s Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under (x) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii)(x), to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect; and (e) at the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred or is continuing or shall result from this Amendment and related Credit Extension or from the application of the proceeds therefrom.

ARTICLE VI

Miscellaneous

Section 6.1 Continuing Effect; No Other Amendments or Waivers. This Amendment shall not constitute an amendment or waiver of or consent to any provision of the Credit Agreement and the other Loan Documents except as expressly stated herein and shall not be construed as an amendment, waiver or consent to any action on the part of the Loan Parties that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Except as expressly waived hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

Section 6.2 Counterparts. This Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

Section 6.3 GOVERNING LAWS. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

Section 6.4 Reaffirmation. Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants, guarantees, pledges, grants of Liens and agreements or other commitments contained in each Loan Document to which it is a party, including, in each case, such covenants, guarantees, pledges, grants of Liens and agreements or other commitments as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby, (ii) its guarantee of the Obligations (including, without limitation, the First Amendment Incremental Term Loans) under each Guaranty, as applicable, (iii) its grant of Liens on the Collateral to secure the Obligations (including, without limitation, the Obligations with respect to the First Amendment Incremental Term Loans) pursuant to the Collateral Documents, and (iv) agrees that (A) each Loan Document to which it is a party shall continue to be in full force and effect and (B) all guarantees, pledges, grants of Liens, covenants, agreements and other commitments by such Loan Party under the Loan Documents shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties and shall not be affected, impaired or discharged hereby or by the transactions contemplated in this Amendment.
Section 6.5  **Tax Matters.** Solely for purposes of determining whether withholding taxes are required to be imposed under FATCA, from and after Amendment No. 1 Effective Date, the Borrower and the Administrative Agent agree to treat (and the Lenders hereby authorize the Administrative Agent to treat) any Loan made pursuant to the Credit Agreement (including the Original Term Loans and the First Amendment Incremental Term Loan) as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

Section 6.6  **Entire Agreement.** On and after the Amendment No. 1 Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

Section 6.7  **Liens Unimpaired.** After giving effect to this Amendment, neither the modification of the Credit Agreement effected pursuant to this Amendment nor the execution, delivery, performance or effectiveness of this Amendment:

(a) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or

(b) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens.

Section 6.8  **Roles.** Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. shall act as the lead arrangers in connection with this Amendment and the transactions contemplated hereby and, for the avoidance of doubt, shall be considered “Arrangers” for all purposes of the Credit Agreement.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

CENGAGE LEARNING HOLDCO, INC., as Holdings

By: /S/ John Leahy
   Name: John Leahy
   Title: Chief Financial Officer

CENGAGE LEARNING ACQUISITIONS, INC., as Borrower

By: /S/ John Leahy
   Name: John Leahy
   Title: Chief Financial Officer

CENGAGE LEARNING HOLDINGS II, INC., as Parent

By: /S/ John Leahy
   Name: John Leahy
   Title: Chief Financial Officer

CENGAGE LEARNING, INC., as Guarantor

By: /S/ John Leahy
   Name: John Leahy
   Title: Chief Financial Officer
CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, as Administrative Agent and Collateral Agent

By: /S/ Robert Hetu
Name: Robert Hetu
Title: Authorized Signatory

By: /S/ Sean MacGregor
Name: Sean MacGregor
Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, as First Amendment Incremental Term Lender

By: /S/ Robert Hetu
Name: Robert Hetu
Title: Authorized Signatory

By: /S/ Sean MacGregor
Name: Sean MacGregor
Title: Authorized Signatory
JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of [_________] (this “Agreement”), by and among [FIRST AMENDMENT INCREMENTAL TERM LENDER] (each as a Lender and a “First Amendment Incremental Term Lender” and, collectively, the “First Amendment Incremental Term Lenders”), CENGAGE LEARNING ACQUISITIONS, INC., a Delaware corporation (the “Borrower”), CENGAGE LEARNING HOLDCO, INC., a Delaware corporation (the “Holdings”), CENGAGE LEARNING HOLDINGS II, INC., as Parent (“Parent”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (the “Administrative Agent”) and collateral agent (the “Collateral Agent”).

RECITALS:

WHEREAS, reference is hereby made to the Term Loan Credit Agreement, dated as of March 31, 2014 and amended by Amendment No. 1 dated as of December 17, 2014 (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), among the Borrower, Holdings, Parent, Administrative Agent, the Collateral Agent, and each lender from time to time party thereto (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement);

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may establish Incremental Term Commitments with Incremental Term Lenders; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the First Amendment Incremental Term Lenders shall become Lenders pursuant to one or more Joinder Agreements;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Each First Amendment Incremental Term Lender hereby agrees to provide the respective First Amendment Incremental Term Commitments set forth on its signature page hereto pursuant to and in accordance with Section 2.01(b) of the Credit Agreement after giving effect to the transactions contemplated on the Amendment No. 1 Effective Date. The First Amendment Incremental Term Commitments provided pursuant to this Agreement shall be subject to all of the terms in the Credit Agreement and to the conditions set forth in the Credit Agreement, and shall be entitled to all the benefits afforded by the Credit Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents.

Each First Amendment Incremental Term Lender hereby agrees to make a First Amendment Incremental Term Loan to the Borrower in an amount equal to its respective First Amendment Incremental Term Commitments on the Amendment No. 1 Effective Date in accordance with Section 2.01(b) of the Credit Agreement after giving effect to the transactions contemplated on the Amendment No. 1 Effective Date.

Each First Amendment Incremental Term Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other First Amendment Incremental Term Lender or any other Lender or Agent and based on such documents and information as it shall deem appropriate
at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

Upon (i) the execution of a counterpart of this Agreement by each First Amendment Incremental Term Lender, the Administrative Agent and the Borrower and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, each of the undersigned First Amendment Incremental Term Lenders shall become Lenders under the Credit Agreement and shall have the respective First Amendment Incremental Term Commitments set forth on its signature page hereto, effective as of the Amendment No. 1 Effective Date.

This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN ISLAND BRANCH,  
as First Amendment Incremental Term Lender

By: 

____________________________
Name:  
Title:  

By:  

____________________________
Name:  
Title:  

First Amendment Incremental Term Commitment:

$____________________________
CENGAGE LEARNING HOLDCO, INC.,
   as Holdings

By: __________________________________________
   Name: 
   Title: 

CENGAGE LEARNING ACQUISITIONS, INC.,
   as Borrower

By: __________________________________________
   Name: 
   Title: 

CENGAGE LEARNING HOLDINGS II, INC.,
   as Parent

By: __________________________________________
   Name: 
   Title: 
Accepted:

CREDIT SUISSE AG, CAYMAN ISLAND BRANCH,
as Administrative Agent and Collateral Agent

By: ________________________________
   Name: ________________________________
   Title: ________________________________

By: ________________________________
   Name: ________________________________
   Title: ________________________________
Exhibit 9.2

AMENDMENT NO. 1 TO REVOLVING CREDIT AGREEMENT

AMENDMENT NO. 1, dated of December 17, 2014 (this “Amendment”), to the Revolving Credit Agreement, dated of March 31, 2014, among CENGAGE LEARNING ACQUISITIONS, INC., a Delaware corporation (the “Borrower”), CENGAGE LEARNING HOLDCO, INC., a Delaware corporation (“Holdings”), CENGAGE LEARNING HOLDINGS II, INC., as Parent (“Parent”), CITIBANK, N.A., as administrative agent (the “Administrative Agent”) and collateral agent, and each lender from time to time party thereto (collectively, the “Lenders”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, Parent, the Lenders party thereto, the other Loan Parties hereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrower, Holdings, Parent, the Administrative Agent and the Required Lenders have agreed to amend certain provisions of the Credit Agreement as set forth herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE VII

Defined Terms

Section 7.1 Defined Terms. Terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement unless otherwise defined herein.

ARTICLE VIII

Amendments

Subject to the occurrence of the Amendment No. 1 Effective Date:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

“Amendment No. 1” means Amendment No. 1 to this Agreement dated as of December 17, 2014.

“Amendment No. 1 Effective Date” means December 17, 2014, the date of effectiveness of Amendment No. 1.

(b) Section 6.03(g) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Indebtedness under the Term Loan Agreement, any Designated Refinancing Debt (as defined therein on the Closing Date) permitted thereunder, any Indebtedness incurred pursuant to Section 7.03(z) of the Term Loan Agreement and, in each case, any Permitted Refinancing thereof; provided that the aggregate principal amount of Indebtedness permitted under this Section 6.03(g) shall not exceed $1,750,000,000 plus the amount of Incremental Term Loans (as
defined in the Term Loan Agreement) and/or Incremental Equivalent Debt (as defined in the Term Loan Agreement on the Amendment No. 1 Effective Date), in each case permitted to be incurred under the Term Loan Agreement (as in effect on the Amendment No. 1 Effective Date) \( (plus, \) in the case of any such Permitted Refinancing, any fees, commissions and expenses, unpaid accrued interest and premium thereon and underwriting discounts and defeasance costs related to the incurrence thereof) at any time outstanding.”

(c) Section 6.10 of the Credit Agreement is hereby amended and restated by replacing clause (i) thereof in its entirety as follows:

“(i) Liens created under the Loan Documents and the Term Loan Agreement Documentation and”.

ARTICLE IX

Conditions to Effectiveness

This Amendment shall become effective on the date (the “Amendment No. 1 Effective Date”) on which:

(a) The Administrative Agent (or its counsel) shall have received from (i) the Required Lenders and (ii) each of the Borrower, Holdings and Parent, (x) a counterpart of this Amendment signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(b) At the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing or shall result from the Amendment;

(c) The Administrative Agent (or its counsel) shall have received an executed version of that certain Amendment No. 1 to Term Loan Credit Agreement, dated as of December 17, 2014 (“Amendment No. 1 to Term Loan Credit Agreement”), by and among the Borrower, Holdings, the Parent and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the lenders party thereto;

(d) The Administrative Agent (or its counsel) shall have received a certificate attesting to the Solvency of the Parent and its Subsidiaries (on a consolidated basis) on the Amendment No. 1 Effective Date before and after giving effect to the transactions contemplated hereby (including Amendment No. 1 to Term Loan Credit Agreement) and the intended use of proceeds thereof, from the Chief Financial Officer (or other Responsible Officer of equivalent duties) of the Parent; and

(e) All fees and expenses (including fees and expenses of Cahill Gordon & Reindel LLP required to be paid on the Amendment No. 1 Effective Date) in connection with this Amendment required to be paid pursuant to the Credit Agreement and invoiced prior to the Amendment No. 1 Effective Date shall have been paid in cash to the Administrative Agent.

The effectiveness of this Amendment (other than Sections 5.2 and 5.3 hereof) is conditioned upon the accuracy of the representations and warranties set forth in Article IV hereof. The Administrative Agent shall promptly notify the Borrower and the Lenders of the Amendment No. 1 Effective Date.
ARTICLE X

Representation and Warranties.

After giving effect to the amendments contained herein, on the Amendment No. 1 Effective Date the Borrower hereby confirms that: (a) this Amendment has been duly authorized, executed and delivered by each Loan Party and constitutes the legal, valid and binding obligations of each such Loan Party enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity; (b) the representations and warranties of the Borrower and each other Loan Party contained in Article III of the Credit Agreement or any other Loan Document shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier dates; (c) each of the Parent and its Subsidiaries is Solvent (on a consolidated basis) on the Amendment No. 1 Effective Date after giving effect to this Amendment and the payment of fees and expenses in connection with this Amendment, and (c) no Default or Event of Default has occurred and is continuing under the Credit Agreement.

ARTICLE XI

Miscellaneous

Section 11.1 Continuing Effect; No Other Amendments or Waivers. This Amendment shall not constitute an amendment or waiver of or consent to any provision of the Credit Agreement and the other Loan Documents except as expressly stated herein and shall not be construed as an amendment, waiver or consent to any action on the part of the Loan Parties that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Except as expressly waived hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

Section 11.2 Counterparts. This Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

Section 11.3 GOVERNING LAWS. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 11.4 Reaffirmation. Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations under each Guaranty, as applicable, and its grant of Liens on the Collateral to secure the Obligations pursuant to the Collateral Documents.

Section 11.5 On and after the Amendment No. 1 Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit
Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

CENGAGE LEARNING HOLDCO, INC.,
as Holdings

By: /S/ John Leahy
Name: John Leahy
Title: Chief Financial Officer

CENGAGE LEARNING ACQUISITIONS, INC.,
as Borrower

By: /S/ John Leahy
Name: John Leahy
Title: Chief Financial Officer

CENGAGE LEARNING HOLDINGS II, INC.,
as Parent

By: /S/ John Leahy
Name: John Leahy
Title: Chief Financial Officer
CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

By:  /S/  Thomas M. Halsch
     Name: Thomas M. Halsch
     Title: Vice President

CITIBANK, N.A.,
as Lender

By:  /S/  Thomas M. Halsch
     Name: Thomas M. Halsch
     Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Lender

By:  /S/  Robert Hetu
     Name: Robert Hetu
     Title: Authorized Signatory

By:  /S/  Sean MacGrego
     Name: Sean MacGrego
     Title: Authorized Signatory

Deutsche Bank AG New York Branch,
as Lender

By:  /S/  Dusan Lazarov
     Name: Dusan Lazarov
     Title: Director

By:  /S/  Michael Winters
     Name: Michael Winters
     Title: Vice President
MORGAN STANLEY BANK, N.A, as Lender

By: /S/ Sharon Bazbaz
Name: Sharon Bazbaz
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Lender

By: /S/ Michael P. Henry
Name: Michael P. Henry
Title: Duly Authorized Signatory

SIEMENS FINANCIAL SERVICES, INC, as Lender

By: /S/ Jeffrey B. Iervese
Name: Jeffrey B. Iervese
Title: Vice President

By: /S/ John Finore
Name: John Finore
Title: Vice President

CITY NATIONAL BANK, as Lender

By: /S/ Robert Yasuda
Name: Robert Yasuda
Title: Senior Vice President