

JOINDER TO SHAREHOLDER AGREEMENT

THIS JOINDER (the “Joinder”), to the Shareholder Agreement (the “Agreement”) dated as of March 31, 2014 and as may be amended from time to time by and among Cengage Learning Holdings II, Inc., a Delaware corporation (the “Company”), and each of the Shareholders of the Company, is made and entered into as of _____ by and between the Company and _____ (“Holder”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Holder has acquired shares of capital stock of the Company (“Holder Shares”), and the Agreement and the Company requires Holder, as a holder of Holder Shares, to become a party to the Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto. In addition, Holder hereby agrees that all Holder Shares shall be deemed Shares for all purposes of the Agreement.

2. Successors and Assigns. Except as otherwise provided herein, this Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors and permitted assigns, and Holder and its successors and permitted assigns, so long as they hold any Holder Shares.

3. Counterparts. This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Joinder by facsimile or PDF shall be effective as delivery of a manually executed counterpart to this Joinder.

4. Notices. For purposes of Section 11.3 of the Agreement, all notices, demands or other communications to the Holder shall be directed to:

[Name]
[Address]
[Email]
[Facsimile Number]

5. Governing Law. This Joinder and all claims arising out of or based upon this Joinder or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Descriptive Headings. The descriptive headings of this Joinder are for convenience of reference only, are not to be considered a part hereof and shall not be construed to define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date first above written.

[HOLDER]

By: _____
Name:
Title: