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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 28, 2007

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**HAIGHTS CROSS COMMUNICATIONS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**333-109381**  
(Commission File  
Number)

**13-4087398**  
(IRS Employer  
Identification No.)

**10 New King Street, Suite 102**  
**White Plains, New York**  
(Address of Principal Executive Offices)

**10604**  
(Zip Code)

**(914) 289-9400**  
(Registrant's telephone number, including area code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On March 28, 2007, Hights Cross Communications, Inc. (the “Company”), Hights Cross Operating Company, a wholly-owned subsidiary of the Company (“HCOC”), and the direct and indirect subsidiaries of HCOC, entered into Amendment No. 7 and Waiver No. 4 (the “Amendment”) to the Revolving Credit Agreement, dated as of August 20, 2003, by and among HCOC, as the Borrower, the several lenders from time to time party thereto, Bear Stearns Corporate Lending, Inc., as syndication agent, and The Bank of New York, as administrative agent for the lenders, as amended by Amendment No. 1 and Waiver No. 1, dated as of January 26, 2004; Amendment No. 2 and Waiver No. 2, dated as of April 14, 2004; Amendment No. 3 and Consent No. 3, dated as of December 1, 2004; Amendment No. 4 and Waiver No. 3, dated as of March 31, 2005; Amendment No. 5 and Consent No. 4, dated as of August 9, 2005; and Amendment No. 6, dated as of March 30, 2006 (and, as further amended from time to time, the “Credit Agreement”).

The Amendment, among other things, modifies the Consolidated Leverage Ratio, Consolidated Interest Coverage Ratio, Consolidated Fixed Charge Coverage Ratio Leverage, and Consolidated Senior Secured Leverage Ratio covenants in Sections 7.1(a) — (d) of the Credit Agreement. In addition, the Amendment contains a waiver of any default that may exist under the Credit Agreement due solely to the fact that (i) the financial statements of the Company for the fiscal years ended December 31, 2003, December 31, 2004 and December 31, 2005 and each of the quarterly periods of those fiscal years as well as the March 31, 2006, June 30, 2006 and September 30, 2006 quarterly periods may not have been prepared in accordance with GAAP solely to the extent that the Company accounted in such financial statements for deferred income tax expense and related deferred income tax liabilities on a consolidated basis and (ii) the financial statements of the Company for the fiscal year ended December 31, 2005 may not have been prepared in accordance with GAAP solely to the extent that in such financial statements the Company did not classify Series A Warrants issued by the Company as liabilities or value such warrants at “fair value.”

A copy of the Amendment is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 7 and Waiver No. 4 to the Revolving Credit Agreement, dated as of March 28, 2007, by and among Hights Cross Operating Company, the Lenders from time to time parties thereto, Bear Stearns Corporate Lending, Inc., as Syndication Agent and The Bank of New York, as Administrative Agent

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 3, 2007

HAIGHTS CROSS COMMUNICATIONS, INC.

/s/ Paul J. Crecca

By: Paul J. Crecca  
Executive Vice President and Chief  
Financial Officer

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## Exhibit Index

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<DOCUMENT>  
<TYPE> EX-10.1  
<FILENAME> y32845exv10w1.htm  
<DESCRIPTION> EX-10.1: AMENDMENT NO. 7 AND WAIVER NO. 4 TO REVOLVING CREDIT AGREEMENT  
<TEXT>

**AMENDMENT NO. 7 AND WAIVER NO. 4  
TO REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 7 AND WAIVER NO. 4 (this "Amendment"), dated as of March 28, 2007, to the REVOLVING CREDIT AGREEMENT, dated as of August 20, 2003, by and among HAIGHTS CROSS OPERATING COMPANY (the "Borrower"), the several lenders from time to time parties thereto (the "Lenders"), BEAR STEARNS CORPORATE LENDING, INC., as Syndication Agent (in such capacity, the "Syndication Agent"), and THE BANK OF NEW YORK ("BNY"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent") as amended by Amendment No. 1 and Waiver No. 1, dated as of January 26, 2004, Amendment No. 2 and Waiver No. 2, dated as of April 14, 2004, Amendment No. 3 and Consent No. 3, dated as of December 1, 2004, Amendment No. 4 and Waiver No. 3, dated as of March 31, 2005, Amendment No. 5 and Consent No. 4, dated as of March 31, 2005, and Amendment No. 6, dated as of March 30, 2006 (and, as further amended from time to time, the "Credit Agreement").

RECITALS

- I. Unless defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.
- II. The Borrower has requested that the Required Lenders agree to amend Sections 7.1(a), (b), (c) and (d) of the Credit Agreement.
- III. The Borrower has also requested that the Required Lenders waive any Event of Default which exists or may have occurred under the Credit Agreement due solely to the fact that (a) the financial statements of Holdings for the fiscal years ended December 31, 2003, December 31, 2004 and December 31, 2005 and each of the March 31, June 30 and September 30 quarter-end financial statements for these fiscal years, as well as the March 31, 2006, June 30, 2006 and September 30, 2006 quarter-end financial statements may not have been prepared in accordance with GAAP solely to the extent that Holdings accounted in such financial statements for deferred income tax expense and related deferred income tax liabilities on a consolidated basis whereas the application of GAAP as it relates to such deferred income tax items has recently changed and is a matter beyond the control of the Borrower and (b) the financial statements of Holdings for the fiscal year ended December 31, 2005 may not have been prepared in accordance with GAAP solely to the extent that in such financial statements Holdings did not classify Series A Warrants issued by Holdings as liabilities or value such warrants at "fair value", whereas such required treatment of Series A Warrants results from a deeply remote technical accounting professional ruling beyond the expectation that the Borrower would have the capability or resources to identify such an accounting rule.

IV. The Administrative Agent and the Required Lenders have agreed to the Borrower's requests on the terms and subject to the conditions set forth in this Amendment.

Accordingly, in consideration of the covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendments.**

(a) Section 7.1(a) of the Credit Agreement is hereby amended by deleting the text thereof and substituting therefor the following:

7.1. Financial Condition Covenants.

(a) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio at the end of any period set forth below to exceed the ratio set forth below opposite such period:

Period	Consolidated Leverage Ratio
1/1/07 - 3/31/07	5.50x
4/1/07 - 6/30/07	5.50x
7/1/07 - 9/30/07	5.50x
10/1/07 - 12/31/07	5.50x
1/1/08 - 3/31/08	5.50x
4/1/08 and thereafter	5.50x

(b) Section 7.1(b) of the Credit Agreement is hereby amended by deleting the text thereof and substituting therefor the following:

(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending with the last day of any period set forth below to be less than the ratio set forth below opposite such period:

Period	Consolidated Interest Coverage Ratio
1/1/07 - 3/31/07	1.45x
4/1/07 - 6/30/07	1.45x
7/1/07 - 9/30/07	1.45x
10/1/07 - 12/31/07	1.45x
1/1/08 - 3/31/08	1.45x
4/1/08 and thereafter	1.45x

(c) Section 7.1(c) of the Credit Agreement is hereby amended by deleting the text thereof and substituting therefor the following:

(c) Consolidated Fixed Charge Coverage Ratio. Permit the Consolidated Fixed Charge Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending with the last day of any period set forth below to be less than the ratio set forth below opposite such period:

Period	<u>Consolidated Fixed Charge Coverage Ratio</u>
1/1/07 - 3/31/07	0.75x
4/1/07 - 6/30/07	0.75x
7/1/07 - 9/30/07	0.75x
10/1/07 - 12/31/07	0.75x
1/1/08 - 3/31/08	0.75x
4/1/08 and thereafter	0.75x

(d) Section 7.1(d) of the Credit Agreement is hereby amended by deleting the text thereof and substituting therefor the following:

(d) Consolidated Senior Secured Leverage Ratio. Permit the Consolidated Senior Secured Leverage Ratio at the end of any period set forth below to exceed the ratio set forth below opposite such period:

Period	<u>Consolidated Senior Secured Leverage Ratio</u>
1/1/07 - 3/31/07	2.20x
4/1/07 - 6/30/07	2.20x
7/1/07 - 9/30/07	2.20x
10/1/07 - 12/31/07	2.20x
1/1/08-3/31/08	2.20x
4/1/08 and thereafter	2.20x

## 2. Limited Waivers

The Required Lenders hereby waive any Event of Default which exists or may have occurred under the Credit Agreement due solely to the fact that (a) the financial statements of Holdings for the fiscal years ended December 31, 2003, December 31, 2004 and December 31, 2005 and each of the March 31, June 30 and September 30 quarter-end financial statements for these fiscal years, as well as the March 31, 2006, June 30, 2006 and September 30, 2006 quarter-end financial statements may not have been prepared in

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accordance with GAAP solely to the extent that Holdings accounted in such financial statements for deferred income tax expense and related deferred income tax liabilities on a consolidated basis and (b) the financial statements of Holdings for the fiscal year ended December 31, 2005 may not have been prepared in accordance with GAAP solely to the extent that in such financial statements Holdings did not classify Series A Warrants issued by Holdings as liabilities or value such warrants at “fair value”.

3. **Conditions to Effectiveness.**

This Amendment shall be effective as of March 28, 2007 (the “Amendment No. 7 Effective Date”), provided that the following conditions are satisfied on or before March 28, 2007:

- (a) the Administrative Agent shall have received this Amendment executed by duly authorized signatories of the Borrower and each of the Guarantors and by each of the Required Lenders;
- (b) the Administrative Agent shall have received an amendment fee for the benefit of each Lender executing this Amendment equal to 0.10% of such Lender’s commitment; and
- (c) the Administrative Agent shall have received such other documents as the Administrative Agent may reasonably request and payment of any other fees due to the Administrative Agent, including without limitation, the reasonable fees and expenses of its counsel.

4. **Miscellaneous**

(a) The Borrower hereby:

- (i) acknowledges and reaffirms its obligations under, and confirms the validity and enforceability of, the Credit Agreement and the other Loan Documents;
- (ii) acknowledges that the waivers granted in Section 2 are limited to the specific matters described in such Section and are not waivers of any other matter which may now exist or hereafter occur;
- (iii) represents and warrants that, after giving effect to this Amendment, there exists no Default or Event of Default and no Default or Event of Default will result from the consummation of the transactions described in this Amendment; and

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(iv) represents and warrants that the representations and warranties contained in the Credit Agreement (other than the representations and warranties made as of a specific date) are true and correct in all material respects on and as of the date hereof.

(b) Each of the Guarantors, by signing this Amendment, hereby:

(i) acknowledges and consents to the execution of this Amendment; and

(ii) acknowledges and reaffirms its obligations under, and confirms the validity and enforceability of, the Guarantee and Collateral Agreement and the other Loan Documents to which it is a party.

(c) This Amendment may be executed in any number of counterparts and by facsimile, each of which shall be an original and all of which shall constitute one agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than one counterpart signed by the party to be charged.

(d) This Amendment is being delivered in and is intended to be performed in the State of New York and shall be construed and enforceable in accordance with, and be governed by, the internal laws of the State of New York without regard to principles of conflict of laws.

(e) The Borrower agrees to pay the reasonable fees and expenses of the Administrative Agent's counsel in connection with this Amendment and any other fees due to the Administrative Agent.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**BORROWER:**

HAIGHTS CROSS OPERATING  
COMPANY

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Executive Vice President and  
Chief Financial Officer

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

**GUARANTORS:**

HAIGHTS CROSS COMMUNICATIONS, INC.

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Executive Vice President and  
Chief Financial Officer

SUNDANCE/NEWBRIDGE  
EDUCATIONAL PUBLISHING, LLC

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Vice President

TRIUMPH LEARNING, LLC

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Vice President

RECORDED BOOKS, LLC

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Vice President

OAKSTONE PUBLISHING, LLC

By: /s/ Paul J. Crecca

Name: Paul J. Crecca

Title: Vice President

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

SNP, LLC f/k/a CHELSEA HOUSE  
PUBLISHERS, LLC

By: /s/ Paul J. Crecca  
Name: Paul J. Crecca  
Title: Vice President

THE CORIOLIS GROUP, LLC

By: /s/ Paul J. Crecca  
Name: Paul J. Crecca  
Title: Vice President

W F HOWES LIMITED

By: /s/ Paul J. Crecca  
Name: Paul J. Crecca  
Title: Vice President

OPTIONS PUBLISHING, LLC

By: /s/ Paul J. Crecca  
Name: Paul J. Crecca  
Title: Vice President

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

THE BANK OF NEW YORK,  
as a Lender and as Administrative Agent

By: /s/ John Foote

Name: John Foote

Title: Vice President

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

BEAR STEARNS CORPORATE  
LENDING, INC., as a Lender and as  
Syndication Agent

By: /s/ Victor Bulzacchelli

Name: Victor Bulzacchelli

Title: Vice President

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

CIT LENDING SERVICES  
CORPORATION, as a Lender

By: /s/ Scott Ploshay

Name: Scott Ploshay

Title: VP

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**HAIGHTS CROSS AMENDMENT NO. 7 AND WAIVER NO. 4**

VAN KAMPEN SENIOR LOAN FUND

By: Van Kampen Asset Management

By: /s/ Darwin D. Pierce

Name: Darwin D. Pierce

Title: Executive Director