

## RE: NOTICE OF OPPORTUNITY TO RECEIVE 50%-OFF COUPONS OR 110% CREDITS

May 27, 2020

Dear 2020 Galileo Summer Camp Customer,

As you probably know, on May 6, 2020, Galileo Learning, LLC and its affiliate filed voluntary petitions in the U.S. Bankruptcy Court for the Northern District of California, commencing the chapter 11 cases captioned as *In re Galileo Learning, LLC, et al.* and bearing Case No. 20-40857. Upon our entry into chapter 11, we immediately applied to the Bankruptcy Court for authority to extend credits to you for use on a number of new online, live-instruction programs that we have developed and that can be used by you and your families right now, while “shelter in place” restrictions prevent us from offering our usual camp programs. A list of these new online programs can be accessed on the following web page: <https://galileo-camps.com/galileo-anywhere/>. These credits may also be used for in-person camp offerings when we are able to run them again.

We are pleased to report that the Bankruptcy Court has authorized Galileo Learning, LLC immediately to offer the following options to customer/creditors such as you in resolution of your pending claims resulting from the COVID-compelled cancellation of this Summer’s camp programs. We know that this notice sounds very formal. We apologize in advance for this. Please understand however that this letter has been prepared by Galileo, with additional input from the putative class representatives of a pending class action lawsuit against Galileo, and that this letter has been approved for dissemination to you by the Bankruptcy Court. The putative class representatives believe that they do not have sufficient information to make a recommendation on the proposal that is set forth herein.

You have been sent this letter because you are a customer of Galileo who, prior to Galileo filing bankruptcy, either (1) prepaid some amount of money to Galileo and/or (2) received a scholarship for your child[ren] from Galileo in connection with its 2020 summer camp programs, which have now been canceled by Galileo due to the COVID-19 pandemic. As a result of such cancelation, you hold a claim (i.e., a right to payment) against Galileo (the “**Claim**”) in the amount of your prepayment and/or scholarship (the “**Claim Amount**”). It is also the putative class representative’s position that your Claim may be entitled, in part or in whole, to priority status under the applicable bankruptcy laws, which means that Galileo may be required to pay the priority portion of your Claim in full (i.e., issue you a partial or full cash refund) before Galileo is entitled to exit bankruptcy.

By this letter, Galileo is presenting you with two options to potentially resolve your Claim. As noted more fully below, however, your election of either option presented by Galileo is optional and not mandatory. You may elect neither of the options and, instead, choose to retain your Claim and all of your rights with respect to your Claim and await the resolution of Galileo’s chapter 11 cases to learn how your Claim will be treated.

The proposed options, and the details of this offer, are as follows:

**Option 1: 110% Credit.** If you elect Option 1, you will receive a credit equal to one hundred and ten percent (110%) of your Claim Amount (the “**Credit**”), which you can apply towards (a) any “online” camp programs (the “**Online Programs**”) offered by

Galileo beginning this summer, or (b) any other Galileo product or products, whether such products are the Online Programs or live-camp programs (when camps reopen). The Credit is valid for five (5) years, **until May 31, 2025**, and you may transfer the Credit to other parties, including relatives and friends. The Online Programs offered by Galileo will include both week-long camps and one-hour to 90-minute classes, both of which will be led by Galileo instructors.

**Option 2: 50% Discount Coupon.** If you elect Option 2, you will receive a fifty percent (50%) off, unlimited-use “coupon” (the “**Coupon**”) on any Galileo product or products, including, but not limited to, Online Programs or live camp programs (when camps reopen). The Coupon is valid for five (5) years, **until May 31, 2025**. You may use the Coupon for any child[ren] in your family, and you may use the Coupon as many times as you like and for as many Galileo products as you like within the five-year period. For example, under Option 2, you could use the 50% discount coupon to generate substantial savings over the next five years regardless of how much you spent on a Galileo camp in 2020.

**Scholarship Recipients Who Elect Option 1.** If you are a scholarship recipient for calendar year 2020 and you wish to elect Option 1, you will receive a credit equal to one hundred and ten percent (110%) of the full retail price of the specific product or products that you purchased, notwithstanding the fact that you were able to purchase such product or products at a discounted scholarship price. So that there is no misunderstanding, qualifying scholarship recipients are those individuals who specifically applied for and were awarded Galileo scholarships for 2020. This treatment does not extend to those individuals who received 25% discounts for 2020 based upon their status as government employees, teachers, or employees of non-profit companies.

**No Price Increase for Electing Creditors through the later of six months following the reopening of live camp programs or December 31, 2021.** Please note, for those of you who are electing either Option 1 or Option 2, Galileo will offer you priority registration through January 31 of each of the five years and will not increase the price of live camp programs that are similar or identical to the programs you purchased for the summer of 2020, until the later of six months following the reopening of live camp programs or December 31, 2021.

**Deadline for Electing Option 1 or Option 2.** If you wish to avail yourself of either Option 1 or Option 2, you must elect such option **within thirty (30) calendar days** of receipt of this letter. If you do not affirmatively elect to choose one of the two options outlined above within the specified time period, you will be deemed to have elected neither option (see below for further discussion).

**When You Can Begin Using Your Credit or Coupon.** If you elect either Option 1 or Option 2, you may begin using the credit or coupon within five (5) business days after Galileo receives notice of your election.

**How to Make Your Election.** The election can be made on the Google form, for which you may use the following link: <https://forms.gle/uwQ46SehGH7cowvT7>. If, for some reason, you have not received this letter by email, but have instead received it through the United States mail service, you may make your election on the enclosed form and mail it back (within 30 days of receipt) to Galileo in the enclosed self-addressed, stamped envelope.

**Election is Utterly Voluntary.** Your decision to elect either Option 1 or Option 2, or to elect neither option at all, is *utterly voluntary*. You are not required to elect either option.

**Consequences of Electing Option 1 or Option 2.** If you elect either Option 1 or Option 2, your rights will be limited to the rights outlined above. In that event, you will not be entitled to receive anything else from Galileo on account of your Claim, and Galileo, under its anticipated chapter 11 plan of reorganization, will reaffirm its promise to honor the rights you have acquired by electing Option 1 or Option 2, as applicable.

**Consequences of Not Electing Option 1 and Option 2.** If you make no election (i.e., you do not elect either Option 1 or Option 2), you will retain your Claim and all of your rights with respect to your Claim against Galileo. Options 1 and 2 will still be available at the conclusion of the chapter 11 proceedings, as alternative treatments you may elect under Galileo's plan of reorganization. Even if you decide to retain your Claim and your Claim may be entitled to priority status, there is no guarantee that you will receive payment of your Claim in full (i.e., a full cash refund) from Galileo in connection with its plan of reorganization. At this time, it is too early to predict, with a high degree of accuracy, ***what and how much*** you will ultimately receive on account of your Claim. It is also too early to predict, with a high degree of accuracy, ***when*** Galileo will exit bankruptcy. Galileo's chapter 11 cases may be concluded in three or four months, or may take much longer. Additionally, when the cases are resolved, you may receive more or less than the value of Option 1 or Option 2. .

**Not Legal Advice.** This letter is not intended to provide you with any legal advice. If you feel you need such advice, you should consult a lawyer of your own choosing.

Needless to say, Galileo urges you to elect one of the two listed options. We pride ourselves on the exceptional reputation we have built during the past 18 years, and look forward to living up to that reputation now and in the future. We are eager to serve you in a safe and healthy environment and to assist you in developing your young innovators. We want to thank you for your patience while we are going through this difficult process.

Best Regards,  
The Galileo Team