



## EXHIBIT C

### First Amended Plan of Reorganization of Galileo Learning, LLC

#### Settlement Treatment Provided to Customer Class Members

##### **I. PRIOR ELECTION MADE.**

**A. Prior Election of Credit Option.** A Customer Class Member who previously made a timely election of the Credit Option in response to the Summer 2020 Settlement Offer shall, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, continue to receive and retain the rights and benefits of the Credit Option, the terms and conditions of which are set forth in the Summer 2020 Settlement Order, and on the Effective Date, the Reorganized Debtor shall assume all of the Debtor's obligations in connection therewith.

**B. Prior Election of Coupon Option.** A Customer Class Member who previously made a timely election of the Coupon Option in response to the Summer 2020 Settlement Offer shall, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, continue to receive and retain the rights and benefits of the Coupon Option, the terms and conditions of which are set forth in the Summer 2020 Settlement Order, and on the Effective Date, the Reorganized Debtor shall assume all of the Debtor's obligations in connection therewith.

##### **II. NO PRIOR ELECTION MADE.**

**A. Available Treatment Options.** An Electing Customer Class Member (i.e., a Customer Class Member who did not previously make a timely election of the Credit Option or Coupon Option in response to the Summer 2020 Settlement Offer) shall elect one of the following three Treatment Options in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim:

- (a) The Credit Option is discussed more fully in Appendix 1
- (b) The Coupon Option is discussed more fully in Appendix 2
- (c) The Deferred Cash Payment Option is discussed more fully in Appendix 3

**APPENDIX 1**  
**to EXHIBIT C of Disclosure Statement**

**Credit Option**

If an Electing Customer Class Member elects the Credit Option, the following terms and conditions shall apply:

**A. Credit.** On the Effective Date, the Customer Class Member shall receive, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, a Credit issued by the Reorganized Debtor as follows:

**B. Dollar Value.** Unless otherwise specified, the dollar value of the Credit shall be equal to 92.4% of the Customer Class Member's Allowed Customer Class Member Claim.

**C. Use.** The Credit may be used to purchase any in-person camp programs, online or virtual camp programs, or other products or services offered by the Reorganized Debtor or an affiliate using the "Camp Galileo" or similar marks. The full value of the Credit need not be used in a single purchase or transaction.

**D. Transferability.** The Credit may be transferred one time to any third party, including a family member or friend of the Customer Class Member, effective upon the Reorganized Debtor's receipt of written notice of such transfer given by the Customer Class Member.

**E. Expiration.** The Credit is valid from the Effective Date until December 31, 2025.

**F. Scholarship Recipients.** If the Customer Class Member was a 2020 scholarship recipient (i.e., they specifically applied for and were awarded a scholarship from the Debtor for the summer 2020 season), the dollar value of the Credit shall be equal to 92.4% of the full retail price of the summer 2020 camp programs, products, and services previously purchased by the Customer Class Member, notwithstanding the fact that the purchase of such camp programs, products, and services was at a discounted scholarship price. For the avoidance of doubt, this section does not apply to the Customer Class Member who received a discount based upon their or their family member's status as a military employee, federal, state, or local government employee, school employee, teacher, or non-profit employee.

**G. Priority Enrollment.** In each calendar year in which the Credit remains valid, the Reorganized Debtor shall offer priority enrollment in any in-person camp programs to the Customer Class Member eligible to use the Credit therewith, provided that the Customer Class Member purchases and enrolls in the in-person camp program by the later of (a) January 31 of the applicable calendar year or (b) the date that is 14 days after the opening of enrollment for the applicable calendar year.

**H. No Initial Price Increase.** With respect to the Customer Class Member eligible to use the Credit, the Reorganized Debtor shall not increase the retail price of any in-person camp programs that are identical or similar to the summer 2020 camp program previously purchased by the Customer Class Member until the later of (a) the date that is six months after the reopening of in-person camp programs within the county in which the summer 2020 camp program previously purchased by the Customer Class Member was set to take place or (b) December 31, 2021.

**I. Unavailability of Local Camp Programs.** If the Reorganized Debtor, at any time within the two-year period following the Effective Date, fails to offer an in-person camp program that is (a) age-appropriate for the child of the Customer Class Member and (b) located within a ten-mile radius of where the summer 2020 camp program previously purchased by the Customer Class Member was set to take place, the Customer Class Member may elect to switch from the Credit Option to the Deferred Cash Payment Option, effective upon the Reorganized Debtor's receipt of written notice of such election given by the Customer Class Member. In the event of a switched election under this section, the terms and conditions of the Deferred Cash Payment Option, as set forth in Exhibit D to this Agreement, shall apply as of the effective date of such election, except to the extent modified by the following:

- (x) The Customer Class Member shall not be entitled to receive any Deferred Cash Payments that were scheduled to be made on any Disbursement Dates preceding the effective date of such election;
- (y) The Principal owed to the Customer Class Member as of the effective date of such election shall be equal to 100.0% of their Allowed Customer Class Member Claim less (1) the total dollar value of the Credit so far used and (2) their Pro Rata Share of all Administrative Payments, Class Counsel Fee Payments, and Service Payments made prior to the effective date of such election; and
- (z) Interest shall begin accruing on the Principal on the effective date of such election.

**J. Delivery of Credit.** On the Effective Date, the Reorganized Debtor shall deliver instructions on how to use the Credit by email to the Customer Class Member at the email address provided in their Settlement Response Form.

**K. Disclosure Regarding Reduced Benefits.** For the avoidance of doubt, the Electing Customer Class Member who elects the Credit Option under this Agreement is not entitled to receive the same rights and benefits of the Credit Option previously offered under the Summer 2020 Settlement Offer (which the Electing Customer Class Member did not timely respond to). In comparison, the rights and benefits of the Credit Option offered under this Agreement, including the dollar value of the Credit, have been proportionately reduced or adjusted to take into account the Electing Customer Class Member's share of the Administrative Costs, Class Counsel Fee Award, and Service Awards. Based upon the estimated or requested amounts of

the Administrative Costs, Class Counsel Fee Award, and Service Awards, each Electing Customer Class Member's share is estimated to be approximately 15–16% of their Customer Class Member Claim. However, in the event that the Court approves the Administrative Costs, Class Counsel Fee Award, or Service Awards in a reduced amount, the percentage rate used to calculate the dollar value of the Credit provided in the Credit Option under this Agreement (i.e., 92.4%) may be increased in a proportionate manner to complement any such reduction, which will be reflected in the Preliminary Approval Order or Final Approval Order, as applicable.

**APPENDIX 2**  
**to EXHIBIT C of Disclosure Statement**

**Coupon Option**

If an Electing Customer Class Member elects the Coupon Option, the following terms and conditions shall apply:

**A. Coupon.** On the Effective Date, the Customer Class Member shall receive, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, a Coupon issued by the Reorganized Debtor as follows:

**B. Use.** The Coupon may be redeemed an unlimited amount of times, and each redemption of the Coupon provides a 42% discount off of the retail price of any in-person camp programs, online or virtual camp programs, or other products or services offered by the Reorganized Debtor or an affiliate using the “Camp Galileo” or similar marks.

**C. Non-Transferability.** The Coupon cannot be transferred to any third party, but the Coupon may be used for the benefit of any child in the Customer Class Member’s family.

**D. Expiration.** The Coupon is valid from the Effective Date until December 31, 2025.

**E. Priority Enrollment.** In each calendar year in which the Coupon remains valid, the Reorganized Debtor shall offer priority enrollment in any in-person camp programs to the Customer Class Member eligible to redeem the Coupon therewith, provided that the Customer Class Member purchases and enrolls in the in-person camp program by the later of (a) January 31 of the applicable calendar year or (b) the date that is 14 days after the opening of enrollment for the applicable calendar year.

**F. No Initial Price Increase.** With respect to the Customer Class Member eligible to redeem the Coupon, the Reorganized Debtor shall not increase the retail price of any in-person camp programs that are identical or similar to the summer 2020 camp program previously purchased by the Customer Class Member until the later of (a) the date that is six months after the reopening of in-person camp programs within the county in which the summer 2020 camp program previously purchased by the Customer Class Member was set to take place or (b) December 31, 2021.

**G. Unavailability of Local Camp Programs.** If the Reorganized Debtor, at any time within the two-year period following the Effective Date, fails to offer an in-person camp program that is (a) age-appropriate for the child of the Customer Class Member and (b) located within a ten-mile radius of where the summer 2020 camp program previously purchased by the Customer Class Member was set to take place, the Customer Class Member may elect to switch from the Coupon Option to the Deferred Cash Payment Option, effective upon the Reorganized Debtor’s receipt of written notice of such election given by the Customer Class Member. In the event of a

switched election under this section, the terms and conditions of the Deferred Cash Payment Option, as set forth in Exhibit D to this Agreement, shall apply as of the effective date of such election, except to the extent modified by the following:

- (x) The Customer Class Member shall not be entitled to receive any Deferred Cash Payments that were scheduled to be made on any Disbursement Dates preceding the effective date of such election;
- (y) The Principal owed to the Customer Class Member as of the effective date of such election shall be equal to 100.0% of their Allowed Customer Class Member Claim less (1) the total dollar value of the discounts so far received from redeeming the Coupon, and (2) their Pro Rata Share of all Administrative Payments, Class Counsel Fee Payments, and Service Payments made prior to the effective date of such election; and
- (z) Interest shall begin accruing on the Principal on the effective date of such election.

**H. Delivery of Coupon.** On the Effective Date, the Reorganized Debtor shall deliver instructions on how to redeem the Coupon by email to the Customer Class Member at the email address provided in their Settlement Response Form.

**I. Disclosure Regarding Reduced Benefits.** For the avoidance of doubt, the Electing Customer Class Member who elects the Coupon Option under this Agreement is not entitled to receive the same rights and benefits of the Coupon Option previously offered under the Summer 2020 Settlement Offer (which the Electing Customer Class Member did not timely respond to). In comparison, the rights and benefits of the Coupon Option offered under this Agreement, including the discount rate of the Coupon, have been proportionately reduced or adjusted to take into account the Electing Customer Class Member's share of the Administrative Costs, Class Counsel Fee Award, and Service Awards. Based upon the estimated or requested amounts of the Administrative Costs, Class Counsel Fee Award, and Service Awards, each Electing Customer Class Member's share is estimated to be approximately 15–16% of their Customer Class Member Claim. However, in the event that the Court approves the Administrative Costs, Class Counsel Fee Award, or Service Awards in a reduced amount, the percentage rate of the discount of the Coupon provided in the Coupon Option under this Agreement (i.e., 42.0%) may be increased in a proportionate manner to complement any such reduction, which will be reflected in the Preliminary Approval Order or Final Approval Order, as applicable.

**APPENDIX 3**  
**to EXHIBIT C of Disclosure Statement**

**Deferred Cash Payment Option**

If an Electing Customer Class Member elects the Deferred Cash Payment Option, the following terms and conditions shall apply:

**A. Deferred Cash Payments.** The Customer Class Member shall receive, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, Deferred Cash Payments from the Reorganized Debtor as follows:

**B. Maximum Dollar Recovery.** The aggregate amount of the Deferred Cash Payments that the Customer Class Member is entitled to receive on account of their Customer Class Member Claim shall be based upon the Principal and the Interest owed to the Customer Class Member, as well as the applicable reductions to the Principal on account of the Administrative Payments, Class Counsel Fee Payments, and Service Payments made; provided, however, that in no event shall the Customer Class Member be entitled to receive Deferred Cash Payments in the aggregate that exceed an amount equal to 85.0% of their Allowed Customer Class Claim, plus the accrued Interest as specifically provided herein.

**C. Principal and Interest.** The Principal as of the Effective Date shall be equal to 100.0% of the Customer Class Member's Allowed Customer Class Member Claim, and the Interest shall accrue on the Principal from the Effective Date at the annual rate of 5.0%, charged on the basis of a 12-month year and a 30-day month.

**D. Payment Schedule.** The Settlement Administrator shall make the Deferred Cash Payments to the Customer Class Member on the Disbursement Dates in accordance with the Disbursement Schedule and subject to the Disbursement Priority Scheme:

- (a) On the date that is 14 days after the Effective Date, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the greater of (1) 6.0% of the Effective Date Principal Pool or (2) \$200,000;
- (b) On October 1, 2021, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the greater of (1) 12.5% of the Effective Date Principal Pool or (2) \$375,000;
- (c) On October 1, 2022, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the greater of (1) 12.5% of the Effective Date Principal Pool or (2) \$375,000;



- (d) If the Annual Net Income for the calendar year 2022 is greater than \$1,750,000, then on May 1, 2023, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to 20.0% of the Annual Net Income for the calendar year 2022;
- (e) On October 1, 2023, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the greater of (1) 12.5% of the Effective Date Principal Pool or (2) \$425,000;
- (f) If the Annual Net Income for the calendar year 2023 is greater than \$1,750,000, then on May 1, 2024, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to 20.0% of the Annual Net Income for the calendar year 2023;
- (g) On October 1, 2024, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the balance of the Principal Pool as of such date, plus the accrued Administrative Costs as of such date;
- (h) On April 30, 2025, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the balance of the Interest Pool as of such date, plus the accrued Administrative Costs as of such date; and
- (i) If a Financing Event occurs prior to April 30, 2025, then on the date that is 60 days after the closing of such Financing Event, the Settlement Administrator shall make Settlement Disbursements in the aggregate amount equal to the lesser of (1) 20.0% of the net proceeds received by the Reorganized Debtor in connection with the Financing Event or (2) \$1,000,000.

**E. Payment Amounts.** Whenever a Deferred Cash Payment must be made to the Customer Class Member on a Disbursement Date, the amount of such Deferred Cash Payment shall be equal to the Customer Class Member's Pro Rata Share of the Net Disbursable Amount corresponding to such Disbursement Date.

**F. Application of Payments.** Any Deferred Cash Payment made to the Customer Class Member shall be applied in the following manner:

- (a) First, to the balance of the Principal, and

- (b) Second, if the balance of the Principal has been reduced to zero, to the balance of the Interest.

**G. Reduced Principal.** Any Administrative Payment, Class Counsel Fee Payment, or Service Payment made by the Settlement Administrator shall have the effect of reducing the balance of the Principal by an amount equal to the Customer Class Member's Pro Rata Share of such Administrative Payment, Class Counsel Fee Payment, or Service Payment made, as applicable; provided, however, that in no event shall the aggregate amount of all such reductions to the balance of the Principal exceed 16.0% of the Effective Date Principal.

**H. Limited Right to Switch Election.** The Customer Class Member may elect to switch from the Deferred Cash Payment Option to the Credit Option or Coupon Option at any time through September 30, 2021, effective upon the Reorganized Debtor's receipt of written notice of such election given by the Customer Class Member. In the event of a switched election under this section, the terms and conditions of the Credit Option, as set forth in Exhibit B to this Agreement, or the terms and conditions of the Coupon Option, as set forth in Exhibit C to this Agreement, as applicable, shall apply as of the effective date of such election, except to the extent modified by the following:

- (a) With respect to the Credit Option, the dollar value of the Credit as of the effective date of such election shall be equal to 92.4% of the Customer Class Member's Allowed Customer Class Member Claim, less the total amount of the Deferred Cash Payments so far made to the Customer Class Member; and
- (b) With respect to the Credit Option or Coupon Option, the Customer Class Member may not begin using the Credit or redeeming the Coupon, as applicable, until January 1, 2022.

**I. Negotiation of Checks.** Any check issued to the Customer Class Member with respect to a Deferred Cash Payment shall be null and void if not negotiated within 150 days after the date of issuance thereof. Upon the expiration of such 150-day period, (a) the Deferred Cash Payment owed to the Customer Class Member shall be deemed satisfied to the extent of the amount represented by the voided check, and (b) the cash represented by such voided check shall (1) irrevocably revert to the Settlement Administrator for the benefit of the other Customer Class Members eligible to receive Deferred Cash Payments and (2) be added to the Net Disbursable Amount of the cash for the Deferred Cash Payments to be disbursed to such other Customer Class Members on the immediately following Disbursement Date.

**J. Delivery of Checks.** Any check issued to the Customer Class Member with respect to a Deferred Cash Payment shall be delivered by first-class mail to the following address:

- (a) To the mailing address provided in the Customer Class Member's Settlement Response Form returned to the Settlement Administrator;
- (b) If no Settlement Response Form was returned, to the most current mailing address that the Debtor had on file for the Customer Class Member as of the Effective Date; or
- (c) If the Customer Class Member, at any time following the Effective Date, gave written notice of their updated contact information to the Settlement Administrator or Reorganized Debtor, to the mailing address provided in such written notice.

**K. Undeliverable Checks.** If a check issued to the Customer Class Member with respect to a Deferred Cash Payment was mailed to the Customer Class Member but returned as undeliverable, the Settlement Administrator shall promptly use all reasonable and cost-effective methods to locate a current or proper mailing address for the Customer Class Member, including running a name and last-known-address search through a national database and contacting the Customer Class Member at the most current email address and telephone number that the Reorganized Debtor or Settlement Administrator has on file for the Customer Class Member. If the Settlement Administrator has obtained a current or proper mailing address for the Customer Class Member within 150 days after the date of issuance of such check, the Settlement Administrator shall promptly remail the check to the Customer Class Member at such mailing address and update the information in the Customer Database accordingly.

**L. Disclosure Regarding Reduced Benefits.** For the avoidance of doubt, the Electing Customer Class Member who elects the Deferred Cash Payment Option under this Agreement is not entitled to receive Deferred Cash Payments in the aggregate equal to 100.0% of their Allowed Customer Class Member Claim, plus the applicable accrued Interest. The rights and benefits of the Deferred Cash Payment Option, including the maximum dollar recovery, have been proportionately reduced or adjusted to take into account the Electing Customer Class Member's share of the Administrative Costs, Class Counsel Fee Award, and Service Awards. Based upon the estimated or requested amounts of the Administrative Costs, Class Counsel Fee Award, and Service Awards, each Electing Customer Class Member's share is estimated to be approximately 15–16% of their Customer Class Member Claim. However, in the event that the Court approves the Administrative Costs, Class Counsel Fee Award, or Service Awards in a reduced amount, (a) the percentage rate of the maximum dollar recovery provided in the Deferred Cash Payment Option (i.e., 85.0%) and (b) the percentage rate of the maximum reduction to the Principal on account of the Administrative Payments, Class Counsel Fee Payments, and Service Payments made (i.e., 16.0%) may be adjusted in a proportionate manner to complement any such reduction, which will be reflected in the Preliminary Approval Order or Final Approval Order, as applicable.