

## Business Description

- SIMAD Holdings Ltd., a British Virgin Islands holding company headquartered in Trumbull, CT, together with its Debtor<sup>(1)</sup> affiliates (collectively, the "SIMAD Debtors"), owns and operates one of the largest privately held for-profit networks of summer camps in the United States.
  - The portfolio comprises approximately 30 camps—22 overnight (sleepaway) camps and 8 day camps—concentrated in New York, Pennsylvania, New Jersey, and Maine, and also including Blue Star Camps in North Carolina; Willow Lake Day Camp is owned and operated but is not a Chapter 11 debtor and therefore sits outside the estate.
  - SIMAD Holdings Ltd. is owned in equal halves by brothers Michael and David Shabsels, New York-based real estate investors who entered the for-profit camp business in 2006; the broader Shabsels enterprise reportedly comprised roughly 80 real estate assets—the camps plus office, retail, multifamily, and hotel properties—the latter largely held through the separately administered DAMIS group<sup>(2)</sup>.
- The camps serve children and teenagers ages 7 to 16 across a diversified mix of residential (sleepaway) and day programming, with individual camps focused on sports, arts, technology, academics, and religion.
  - Many feature Jewish programming or primarily serve Jewish families, though the camps are for-profit and unaffiliated with any denomination or the Foundation for Jewish Camp.
  - ~20,500 children enroll each year, as much as 5% of them from outside the U.S.; tuition ranges from ~\$8,000–\$10,000 per season to more than \$17,000 for premium overnight programs.
- The SIMAD Debtors' 2025 results reflected steady growth: revenue rose to \$165.4 million from \$159.4 million in 2024, operating profit increased to \$24.3 million from \$22.0 million, and consolidated EBITDA climbed to \$41.9 million from \$37.7 million; SIMAD Holdings Ltd. reported net profit of \$8 million for 2024.

1) SIMAD Holdings Ltd. and 60 affiliated debtors filed for Chapter 11 protection on June 4 and June 5, 2026 (together, the "Petition Date") in the U.S. Bankruptcy Court for the District of New Jersey. For a complete list of Debtor entities, see organizational structure chart below.

2) A separate but related group—DAMIS Holdings LLC and 89 affiliated debtors—filed the same day (Case No. 26-16439), holding the broader commercial and recreational real-estate portfolio. SIMAD and DAMIS share common 50/50 Shabsels ownership and a common Trumbull, CT headquarters but are separately administered, and the SIMAD Debtors represent that their cash will not flow to DAMIS; both brothers also filed personal bankruptcy.

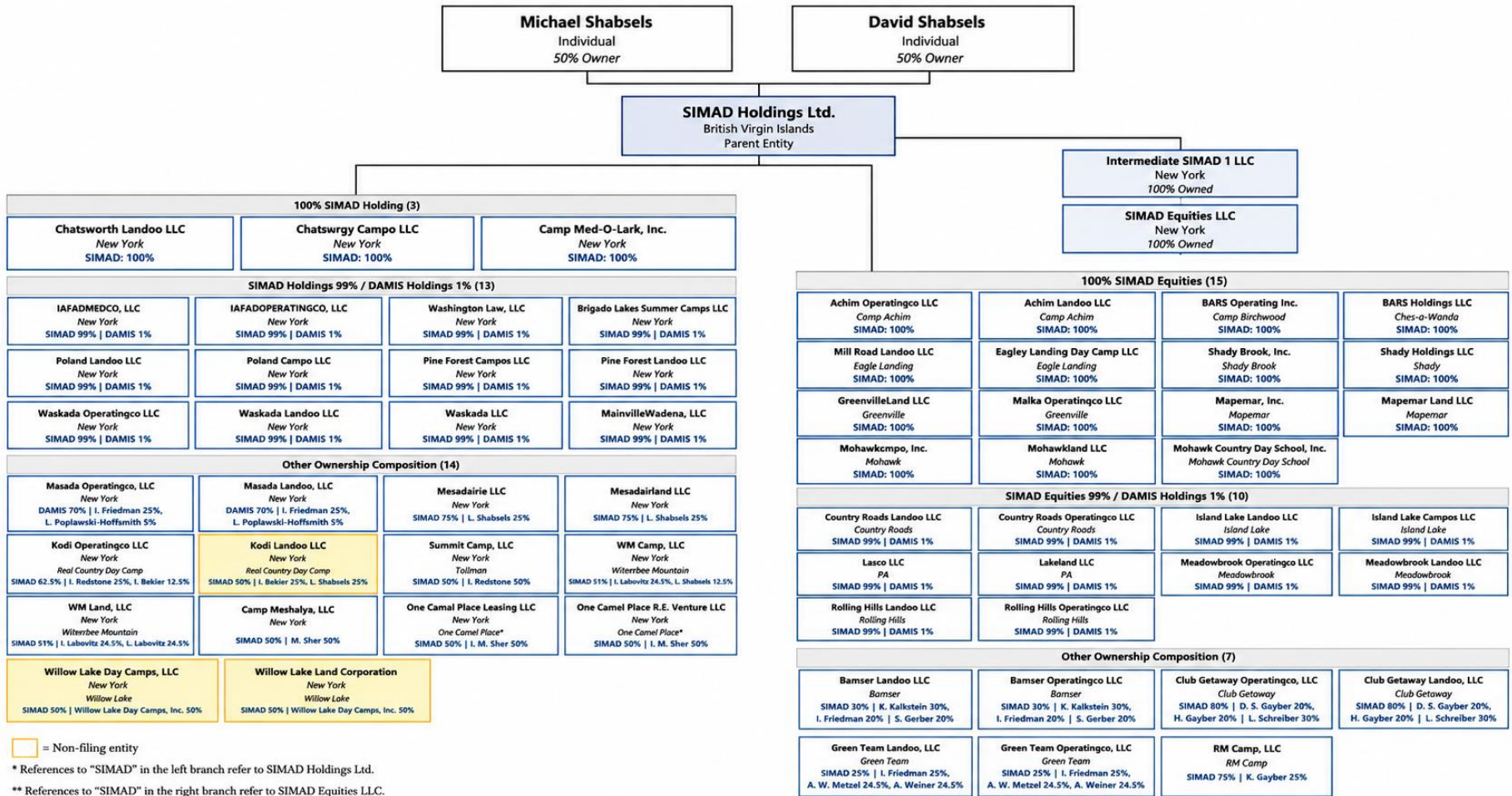
### Corporate History

- The Shabsels brothers began acquiring camps in 2006 and, over nearly two decades, assembled one of the country's largest camp networks through a steady roll-up of established, multi-generational institutions.
  - Several portfolio assets long predate the holding-company structure—Pine Forest Camp (Pennsylvania) traces its origins to 1931 and is now in its fourth generation of family management, while Camp Wekeela dates to 1922.
  - The brothers generally preserved each camp's legacy brand, local directors, and customer-facing identity rather than rebranding the portfolio under a single corporate name.
- The December 2025 Tel Aviv Bond Offering:
  - SIMAD Holdings Ltd. (the BVI ultimate parent and lead debtor) issued Series A debentures with NIS 620 million (approximately \$211.6 million) of par value on the Tel Aviv Stock Exchange, serving as the financing engine for the roll-up's most recent phase.
  - The camp portfolio was appraised in connection with the offering at \$466.6 million, with a projected cap rate of approximately 10.5% for 2025.
  - The offering was led by underwriter InFin Capital (headed by Yehonatan Cohen), which received an exceptionally large NIS 15 million underwriting commission; of the proceeds, \$50 million was earmarked to purchase assets from the controlling shareholders, with a similar amount for early repayment of loans carrying the Shabselses' personal guarantees.
  - Thirteen camps SIMAD was to acquire from its owners were pledged to bondholders: Camp Achim, Chen-A-Wanda, Club Getaway, Country Roads Day Camp, Eagle's Landing, Echo, Green Lane, Malka, Lavi, Meadowbrook, the SHMA Camps, Mohawk Day Camp, and Rolling Hills Day Camp.

### Corporate Structure

- SIMAD Holdings Ltd. sits at the apex of the group as ultimate parent and lead debtor; the camp entities are held along two parallel tracks—roughly half owned directly by SIMAD Holdings, and the remainder through a wholly-owned intermediary chain (Intermediate SIMAD 1 LLC to SIMAD Equities LLC, both New York entities) before reaching the operating camps.
- Ownership at the camp level is more varied: approximately one-third of the underlying entities are wholly owned within the SIMAD group; another third carry a nominal 1% interest held by the affiliated DAMIS group; and the remaining third involve outside minority partners—typically the camps' original founders who retained a stake at sale (e.g., the Bellottos at Kiwi and the Herschthals at Blue Star).
- Camp-level pairing: the standard playbook formed two entities per camp—a “LandCo” holding the real estate and an “OperatingCo” running operations—typically owning both, with some original camp owners retained as partners (e.g., Pine Forest Campco LLC / Pine Forest Landco LLC; Mohawcampco LLC / Mohawkland LLC).

# Corporate Organizational Structure



□ = Non-filing entity

\* References to "SIMAD" in the left branch refer to SIMAD Holdings Ltd.

\*\* References to "SIMAD" in the right branch refer to SIMAD Equities LLC.

Note: "DAMIS" means and refers to D.A. separately administered debtor affiliate, pending under the case caption *In re DAMIS Holdings LLC*, Case No. 26-16439 (CMG) (Bankr. D.N.J.).

### Revenue Model, Seasonality & the Prepaid-Deposit Liability

- The camps operate seasonally during the summer, on land owned by the debtor subsidiaries, under a decentralized, camp-level management model; the common economic profile is built on prepaid enrollment revenue, heavy seasonal labor and logistics costs, and significant real-estate intensity.
- Beyond tuition, the SIMAD Debtors derive a less-material portion of income from on-campground sales of food and clothing, and generate off-season income by leasing their properties to private events or groups and educational institutions.
- The prepaid structure is also the model's largest hidden working-capital risk: deposits for a given summer are due the year prior, while running one season alone costs "tens of millions."
  - Every prepaid enrollment is a pre-petition customer claim and creates refund exposure if a camp fails to open—yet the first-day package contains no customer-programs motion: the Debtors did not seek authority to honor camper deposits, issue refunds, or continue customer programs.
  - With aggregate general unsecured claims estimated at just ~\$2.7 million—far below the value of ~20,500 prepaid enrollments—the deposits appear to be treated as performance obligations to be discharged by running the 2026 season rather than as scheduled cash claims; a mid-season funding failure would convert prepaid tuition into unsecured refund claims.
  - The New York City Board of Education is reported to be the SIMAD Debtors' largest customer, although no first-day filing quantifies or describes the relationship.

### Operations and Workforce

- Each camp retains its own management team, accounting functions, staff, and operational infrastructure under a long-standing local brand.
  - These are asset-heavy operations—cabins or rooms, dining halls, a clinic, swimming pools, and extensive sports and arts facilities (Pine Forest alone advertises a 1,000-acre campus)—with infrastructure extending to propane, well water, septic systems, and Starlink satellite internet.
- As of the Petition Date, the Debtors' workforce comprises approximately 342 full-time employees (including roughly 30 camp directors) plus approximately 4,300 part-time and seasonal employees at the summer peak, alongside more than 50 independent contractors, with many seasonal staff drawn from abroad through the U.S. J-1 Camp Counselor Exchange Program.
  - Peak-season payroll runs approximately \$10.2 million per month and employee benefits roughly \$400,000 per month.

# Prepetition Obligations

## Debtors' Prepetition Obligations

USD in Millions

As of June 04, 2026

Debt Instrument	Agent / Lender	Rate	Maturity	Borrowers	Guarantors / Obligors	Security	Amount Outstanding
<i>Secured Debt:</i>							
Series A Senior Secured Debentures	Mishmeret Trust Company Ltd. (Trustee)	7.0% <sup>(1)</sup>	11/30/2030 <sup>(2)</sup>	SIMAD Holdings, Ltd. (Issuer)	Various Debtors	Lien on certain Debtors' camps	\$ 214.0
Bank of New Hampshire Loans	Bank of New Hampshire (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps	29.1
Wayne Bank Loan	Wayne Bank (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps	22.1
Fidelity Bank Loan	Fidelity Bank (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on One Canal Place (non-camp)	20.0
Visions Credit Union Loan	Visions Credit Union (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps	18.0
Newtek / NBL SPV II Loan	Newtek Business Solutions Holdco 6, Inc. / NBL SPV II, LLC (Lender), U.S. Bank, N.A. (Indenture Trustee) <sup>(3)</sup>	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps	15.0
Mizzen Capital Loan	Mizzen Capital, LP (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps	9.8
HT Northstar Loan	HT Northstar Property LLC / HT Property Management, LLC (Lender)	Not specified	Not specified	Poland Landco LLC	Various Debtors	Lien on Camp North Star	3.9
Bank of America Loan	Bank of America, N.A. (Lender)	Not specified	Not specified	Summit Camp, LLC	Various Debtors	Lien on Summit Camp	3.4
SBA EIDL Loans	U.S. Small Business Administration (Lender)	Not specified	Not specified	Various Debtors	Various Debtors	Lien on certain Debtors' camps <sup>(4)</sup>	3.3
HomeTrust Bank Loan	HomeTrust Bank (Lender)	Not specified	Not specified	Bluestar Landco, LLC, Bluestar Operatingco, LLC	Various Debtors	Lien on Blue Star Camps	3.1
Community Bank Loan	Community Bank, N.A. (Lender)	Not specified	Not specified	Chateaugay Campco LLC, Chateaugay Landco LLC	Various Debtors	Lien on Camp Chateaugay	2.3
Putnam County Savings Bank Loan	Putnam County Savings Bank (Lender)	Not specified	Not specified	Kiwi Operatingco LLC, RDM Camps LLC	Various Debtors	Lien on Kiwi Country Day Camp	0.5
Merchant Cash Advance (MCA) Loans <sup>(5)</sup>	MCA Lenders	Not specified	Not specified	Not specified	Not specified <sup>(1)(1)</sup>	Lien on certain Debtors' collateral, subject to further review and investigation from the Debtors	100.0
<b>Total Secured Debt</b>							<b>\$ 444.4</b>
<i>Other Obligations:</i>							
General Unsecured Claims	Various	Not specified	Not specified	Not specified	Not specified	Unsecured	2.7
<b>Total Other Obligations</b>							<b>\$ 2.7</b>
<b>Total Debt</b>							<b>\$ 447.1</b>

1) Series A Debentures issued on the Tel Aviv Stock Exchange (Dec. 2025) with NIS 620,000,000 par value (~\$211.6 million at issuance; ~\$214.0 million outstanding at the petition-date NIS/USD exchange rate). 7% fixed annual coupon (reported effective yield ~8.8%). Neither principal nor interest is index-linked, leaving bondholders exposed to NIS/USD currency movement.

2) Principal amortized annually each November 30 from 2026 through 2030 (final maturity 11/30/2030); interest payable semi-annually on May 31 and November 30. The SIMAD Debtors defaulted on the first interest payment, due May 31, 2026 — a primary trigger for the chapter 11 filing.

3) The Newtek / NBL SPV II loan benefits from a deposit-account control agreement — with UCC-1 filings in Illinois and Maine. The loan was assigned toward U.S. Bank, N.A., as indenture trustee.

4) The SBA claim comprises COVID-19 Economic Injury Disaster Loans (EIDLs), secured on a blanket basis across multiple debtors.

5) Approximately 42 merchant cash advance / short-term funders; aggregate exposure is in excess of \$100 million (shown at \$100.0 million). Security interests were granted

'subject to further review and investigation'; the debtors dispute that the MCA lenders hold perfected liens in cash or other collateral and note the absence of deposit-account control agreements. The loans were guaranteed by multiple SIMAD entities and embed ACH authorizations in the loan agreements; several loans matured in early June 2026. Shortly before the Petition Date, protective UCCs were filed by CT Corporation System and Corporation Service Company, as representatives — setting up the case's lien-validity, recharacterization, and preference disputes.

## Prepetition Obligations (cont'd)

### Prepetition Secured Debt — Lender Detail

- The capital structure is preliminary and provided for informational purposes only; the Debtors reserve all rights, and inclusion of any indebtedness is not an acknowledgment of the validity of any liens or claims asserted by the identified lenders. The following reflects the lender-by-lender breakdown of the prepetition secured debt stack disclosed in the Cash Collateral Motion.
- Series A Senior Secured Debentures — Mishmeret Trust (~\$214 million): Raised on the Tel Aviv Stock Exchange in December 2025 at NIS 620 million par, 7% fixed annual interest, principal due annually 2026–2030; collateral spans 35 entities across the majority of the camp portfolio. The missed first interest payment on May 31, 2026 was the immediate filing trigger; the interim order was not filed, leaving collateral terms and adequate protection unconfirmed.
- Bank of New Hampshire Loans (~\$29 million): Two loans (December 2021, \$27 million; July 2023, \$6 million) secured by mortgages, assignments of leases and rents, and other collateral across North Carolina, Maine, and New Hampshire camps—including Blue Star, Camp Wekeela, Camp North Star, and Windsor Mountain; interim order bundled with Mishmeret and not filed.
- Wayne Bank Loan (~\$22 million): Two structurally distinct loans—Camp Mesorah (\$3.7 million, 2017), secured across Mesorahland, Meadowbrook Landco, and Shab Holdings, and Pine Forest (~\$18.4 million, 2022), secured by open-end mortgages on Pine Forest properties (Pennsylvania UCC-1s only). Camp Echo appears in the secured-creditor table but is absent from the interim order. No DACA; adequate protection: replacement liens plus a 507(b) superpriority claim.
- Fidelity Bank Loan (~\$20 million): Secured by One Canal Place, a commercial real estate asset unrelated to any camp operation; originated March 26, 2026—the most recently originated secured debt in the case. The interim order uniquely requires the Debtors to remit base rent, CAM charges, real estate taxes, and insurance to Fidelity monthly beginning July 2026. No DACA.

## Prepetition Obligations (cont'd)

### Prepetition Secured Debt — Lender Detail (cont'd)

- Visions Credit Union Loan (~\$18 million): Borrower RDM Camps LLC, secured against Camp Lokanda; no interim cash collateral order was filed, placing Visions alongside Mizzen as a lender whose consent was not obtained and whose lien position remains unresolved.
- Newtek / NBL SPV II Loan (~\$15 million): Originated June 30, 2025; broad collateral (inventory, equipment, accounts, deposit accounts, general intangibles, and proceeds) across eight operating camp entities plus landco guarantors; UCC-1s in Illinois and Maine. Originated by Newtek, assigned to NBL SPV II, then to U.S. Bank N.A. as indenture trustee (indicating securitization). The only confirmed DACA in the case (with Newtek Bank), giving Newtek perfected cash-control priority no other lender holds; the interim order freezes those deposit-account funds. Adequate protection: replacement liens only, no superpriority.
- Mizzen Capital Loan (~\$9.8 million): Spans a broad cross-section of camp entities—Banner, Pine Forest, Mohawk, Mogen Avraham, Mesorah, and Windsor Mountain; no interim cash collateral order filed, leaving lien validity, priority, and claim amount as open disputes.
- HT Northstar Loan (~\$3.9 million): Borrower Poland Landco LLC, secured against Camp North Star; no interim cash collateral order filed; collateral terms and adequate protection arrangements unconfirmed from available documents.
- Bank of America Loan (~\$3.4 million): Originated September 2022 against Summit Camp LLC only—the most self-contained collateral structure among the traditional bank lenders; open-end mortgage, assignment of rents, and blanket personal property lien (Pennsylvania UCC-1), with no cross-guarantees or multi-camp exposure. Adequate protection: replacement liens plus a 507(b) superpriority claim; no DACA.

### Prepetition Secured Debt — Lender Detail (cont'd)

- SBA EIDL Loans (~\$3.25 million): Twenty-one separate COVID-19 disaster loans made in 2020 to twenty-one individual debtor entities (\$57,157 to \$464,678 each), each carrying its own promissory note, blanket personal property lien, and UCC-1—twenty-one individual perfected liens rather than one consolidated claim. No DACA; replacement liens plus 507(b) superpriority.
- HomeTrust Bank Loan (~\$3.1 million): Originated September 2021 against Blue Star Camps (North Carolina); secured by a deed of trust (the governing instrument under North Carolina law) plus assignment of rents and a blanket personal property lien (North Carolina UCC-1), with enforcement governed by North Carolina deed-of-trust law. No DACA; replacement liens plus 507(b) superpriority.
- Community Bank Loan (~\$2.3 million): Originated June 2022 against Camp Chateaugay only— one lender, one camp, two entities; a straightforward mortgage plus blanket personal property lien (New York UCC-1), the cleanest and most contained structure in the case, with no cross-guarantees. No DACA; replacement liens plus 507(b) superpriority.
- Putnam County Savings Bank Loan (~\$489,000): The oldest loan in the case (August 2013), against Kiwi Country Day Camp; borrower Kiwi Operatingco LLC with RDM Camps LLC as guarantor—the same RDM entity that borrows under the Visions loan, creating dual exposure; New York UCC-1s. No DACA; replacement liens plus 507(b) superpriority.
- MCA Loans (>\$100 million, ~42 lenders): Short-term advances accumulated in the weeks and months before filing; security interests purportedly granted but flagged as subject to further review—the Debtors do not believe any MCA lender holds a perfected cash lien through a DACA. Loans are cross-guaranteed across SIMAD entities and embed ACH authorizations giving lenders direct account access—a primary liquidity threat driving the filing timing. No interim cash collateral orders were obtained; protective UCC-1s filed by CT Corporation System and Corporation Service Company shortly before the Petition Date set up the case's central lien-validity, preference, and recharacterization disputes.

### The \$34 Million Transfer and Bond Default

- The SIMAD Debtors did not fail operationally—2025 posted the highest revenue on the company’s brief public record, with revenue, operating profit, and EBITDA all up year-over-year. What forced the filing was a governance rupture at the BVI parent, a defaulted Tel Aviv bond, and a wall of short-term merchant-cash-advance debt that could have seized the season’s cash on a single creditor’s command.
- The proximate trigger was a late-May 2026 disclosure: reviewing its first-quarter financial statements, SIMAD Holdings Ltd. disclosed to the Tel Aviv Stock Exchange that almost \$34 million (approximately NIS 100 million) had been transferred—reportedly without board approval—to corporations controlled by Michael and David Shabsels, initially characterized as having occurred inadvertently, as a byproduct of how the company had been run before listing.
  - The audit committee ordered the brothers to return the full sum plus 7% interest within one day; they accepted but, the following day, said they could not return the money by the end of May and could not estimate when they could. Several Israel-based board members initially resigned, then suspended their resignations to aid recovery efforts.
  - Because the funds were not returned, SIMAD missed the first interest payment on its Series A debentures, due May 31, 2026—only about six months after the raise. The bonds collapsed roughly 38% in a single trading day (erasing an estimated NIS 240 million of value and pricing to a distressed ~26% yield) before the TASE suspended trading and Midroog cut the issuer to its default-level grade; the missed coupon was approximately NIS 21 million.
  - Notably, the CRO’s first-day declaration does not itself allege the transfer—it attributes the filing to the May 31 default and MCA-acceleration risk and states the full circumstances are still under investigation by the Debtors and their professionals; these remain allegations and company/press disclosures, and the Shabsels have not been criminally charged and have largely declined to comment.

### Merchant Cash Advances and Personal Guarantees

- A defaulted bond alone need not have forced an emergency, in-season filing; the merchant-cash-advance book made the timing urgent. The SIMAD Debtors owed more than \$100 million to roughly 42 MCA and short-term funders, many of whose contracts granted the right to debit SIMAD accounts directly via ACH, and some of whose loans matured in early June 2026.
  - On the eve of the summer season, a single lender's enforcement could have triggered an enterprise-wide cash-seizure cascade; in the first-day declaration (not the cash-management motion), the CRO stated the Debtors do not believe the MCA lenders hold a perfected interest in the cash in the SIMAD bank accounts.
- SIMAD also disclosed that the owners had taken on personal financial commitments in significant amounts, secured on the assets and cash flows of the company's subsidiaries—raising the concern that assets pledged to bondholders may have been double-pledged, casting doubt on bondholders' ability to seize the 13 collateral camps (a recurring recovery overhang and estate cause of action).

### Regulatory Scrutiny and Prior Litigation

- The default drew immediate regulatory attention in Israel, and it was not the brothers' first allegation of misconduct.
  - Regulatory Scrutiny: The Israel Securities Authority opened an inquiry and requested documents, examining whether the distribution to the owners was consistent with the bond trust deed and whether securities laws were violated; reporting indicated the ISA could seek to extradite the brothers—an unprecedented step—though as of mid-June 2026 they had not been criminally charged.
  - The Kiwi Takeover Suit: The owners of Kiwi Country Day Camp (Karla and Ivan Bellotto) sued in 2021, alleging the Shabsels orchestrated a hostile takeover—diluting the owners' stake, refinancing the property and distributing proceeds only to themselves, and withholding books and records; the case went to a five-day trial in summer 2025 before the brothers dismissed their attorneys mid-trial, resuming in May 2026. A separate Camp Lavi (Lavco LLC) suit raised similar minority-dilution and records-access allegations.
  - The Swiss Fund MCA Suit: In April 2026, the Shabsels parties sued Swiss Fund LLC in Connecticut Superior Court over a merchant-cash-advance contract—Damis had agreed to 42 weekly payments totaling \$15 million for a \$9.7 million advance and, after payoff letters and an April 15 notarized zero-balance statement, Swiss Fund allegedly demanded further payment and withdrew \$117,187.50 on April 17; the complaint alleges breach of contract, statutory theft, and unfair trade practices.

### Estate Causes of Action

- The New Jersey case has several distinctive features: the estate's causes of action may rival the camps in value, it proceeds as a plenary U.S. Chapter 11 rather than an Israeli or BVI process, and the first-day relief was engineered around a single objective—opening the 2026 season on time.
- Beyond the camps (appraised at ~\$466.6 million and likely to clear most funded debt in a going-concern sale), the estate's causes of action may be the principal recovery source for junior and unsecured creditors—most efficiently captured through a post-confirmation litigation trust. The CRO has removed the Shabselses' cash access and reserved that the full circumstances remain under investigation.
  - Avoidance / Fraudulent Transfer: The ~\$34 million transferred to Shabsels-controlled entities “without board approval” is the anchor claim—pursued as actual or constructive fraudulent transfer and/or unlawful distribution; the audit committee's one-day return demand and the brothers' inability to repay help establish intent and harm.
  - MCA Preference Exposure: Last-minute UCC filings by CT Corporation Systems and Corporation Service Company against several SIMAD Debtors sit squarely within the 90-day window against a ~42-lender, \$100M+ book with cross-guarantees and ACH access; the estate already disputes perfection.
  - Breach of Fiduciary Duty / D&O Claims: Against the Shabselses (and potentially directors) for authorizing or permitting the transfer and the personal-guarantee/double-pledge structure; the D&O insurance tower, not the personal estates, is the likely collectible source.
  - Double-Pledge / Impairment of Collateral: The owners' personal commitments secured on subsidiary assets and cash flows may have encumbered assets pledged to bondholders, threatening the collateral camps—a claim of direct interest to the bond trustee.
  - Veil-Piercing / Substantive Consolidation: Commingling with DAMIS and the ~80 real-estate assets, plus unapproved intercompany cash movement, supports alter-ego theories that would expand the asset pool.
- The threshold question is collectability, not liability: with both brothers reportedly in personal bankruptcy, direct judgment recovery against their personal estates is likely limited; the D&O tower is the most accessible source. DAMIS assets are not automatically available—accessing them requires a veil-piercing or substantive-consolidation win—and the full scope of insider transfers will not be known until the Schedules and Statements of Financial Affairs are filed.

### Cross-Border Posture and Bondholder Recovery

- The structural feature that distinguishes this case is the forum: SIMAD is a BVI parent whose only public debt trades in Tel Aviv but whose operating assets—the camps—sit in the United States. Rather than an Israeli court process or a BVI liquidation with ancillary Chapter 15 relief, the enterprise filed a full, plenary Chapter 11 in New Jersey—placing U.S. camp real estate and operating cash under the automatic stay, channeling every creditor (including the Israeli bondholders) into a single U.S. claims and plan process, and foreclosing a race to enforce by the ~42 MCA lenders.
  - The bond trustee, Mishmeret Trust Company Ltd., was a co-architect of the filing: board resolutions were adopted “in coordination, cooperation and consultation with the Trustee,” which is named first among the secured “Reserving Lenders”; Mishmeret retained dual U.S. counsel (Riker Danzig and Chapman and Cutler) within days.
  - This reprises the All Year Holdings Ltd. template (the Yoel Goldman BVI real-estate empire that defaulted on more than \$750 million of TASE bonds), where the same trio—Mishmeret as trustee, Chapman and Cutler as the trustee’s U.S. counsel, and Assaf Ravid as CRO/CEO and later plan administrator—ran a parallel SDNY Chapter 11 alongside BVI and Tel Aviv District Court proceedings.
- Bondholder recovery (~\$214 million asserted senior secured claim against an appraised ~\$466.6 million portfolio) turns on three swing factors:
  - Collateral validity—whether the liens on the pledged camps are valid, perfected, and unencumbered, or whether the owners’ personally guaranteed borrowings and the MCA financings double-pledged the same assets (clean first-priority liens point to high recovery; a successful double-pledge or avoidance challenge pushes recovery into impaired territory).
  - The fate of the ~\$34 million transfer, recoverable as an estate claw-back that augments the general estate (benefiting bondholders only to the extent of any unsecured deficiency claim).
  - Process—a going-concern sale preserving brand equity, enrolled campers, and revenue (supporting the \$466.6 million appraisal) versus a piecemeal liquidation of rural camp land worth materially less; how quickly the estate can execute a sale and whether plan exclusivity holds will determine where bondholders land.

### Restructuring, First-Day Relief and Case Status

- SIMAD engaged Assaf Ravid as Chief Restructuring Officer under an engagement letter dated June 2, 2026 (two days before filing), drawing on the All Year experience; it also engaged FTI Consulting, Inc. (to assist the CRO) and Cole Schotz P.C. (Michael D. Sirota) as counsel, with B. Riley Securities preparing the initial budget and Kroll Restructuring Administration LLC the proposed claims/noticing agent.
  - On appointment, Ravid took control of the Debtors' bank accounts (the Shabselses ceding control, signatory changes underway) and, together with the individual camp directors, took operational control of the camp entities; the first-day relief was built around a single objective—open the 2026 season on time.
- Two-Stage Cash-Collateral Process (no DIP loan):
  - Stage 1 (June 8): Chief Judge Gravelle entered an interim order authorizing limited use of cash (including cash collateral) and existing bank accounts solely to fund prepetition gross salaries, payroll taxes, and emergent expenses “necessary to open the camps” through June 15, 2026, under a B. Riley budget (~\$7.2 million of operating disbursements for the opening window)—a consensual section 363 order, not a DIP loan.
  - Stage 2 (June 14): The Debtors filed a 97-page cash-collateral motion (estates held ~\$18.8 million of cash at filing) seeking interim and final orders, adequate protection, and a final hearing within ~21 days, negotiated lender-by-lender; the package is standard section 361 replacement liens and section 507(b) superpriority claims (subject only to U.S. Trustee fees), with no professional-fee carve-out and no sale or plan milestones.
  - Adequate protection: The June 8 order recognized three “Reserving Lenders”—the bondholders and their trustee (Mishmeret), Bank of New Hampshire, and Metropolitan Partners Group Administration, LLC—preserving rights to the extent of valid liens; Bank of New Hampshire alone received an express dollar-for-dollar replacement lien for post-petition diminution.
- Press reporting indicates the Shabselses provided approximately \$1.5 million to the bond trustee to help bridge the opening (~\$400,000 for legal/company expenses and ~\$940,000 for camp operations); that figure appears only in media accounts, not the docket through June 15, 2026, and the record does not characterize it as a loan, gift, or settlement—a thin margin against a season whose opening week alone requires \$7.2 million and which hinges on sustained cash-collateral access.

### Other First-Day Relief

- Cash management: The Debtors sought to preserve a deliberately decentralized treasury of 92 bank accounts (one or two per entity, with no master concentration or sweep account at the holding-company level); intercompany transactions ceased at the Petition Date, with authority sought to resume them postpetition at administrative-expense status subordinated to existing liens, and payment processors (Campminder, Shopify, Paysafe, and others) directed to continue honoring agreements and processing camper payments.
- Critical vendors: Authority sought to pay up to ~\$2.5 million on an interim basis and ~\$3.5 million on a final basis to roughly 115 vendors essential to safe operations across six categories—food service, health and safety, construction and maintenance, busing and transportation, J-1 visa staffing and recruitment, and recreational program providers.
- Insurance: Authority sought to pay ~\$3.1 million in outstanding premiums across ~27 policies brokered by Brown & Brown of Garden City Inc.; SIMAD had historically routed premiums through affiliate DAMIS, leaving \$719,514 of SIMAD insurance funds in DAMIS accounts—the proposed interim order directed DAMIS to turn those funds over immediately, the first court-ordered asset transfer from DAMIS to SIMAD in the case.
- Utilities: The Debtors proposed a \$295,995 adequate-assurance deposit (~62% of one month's utility costs) against an aggregate utility spend of ~\$477,441 per month across ~30 camps, to be held in a segregated account at Flagstar Bank.

### Process, Sale and Deadlines

- Plan exclusivity, not a plan deadline: The petition states the Debtors' exclusive right to file a plan expires October 2, 2026—the 120-day section 1121(b) exclusivity window (June 4 plus 120 days), the period in which only the Debtors may file a plan, not a hard deadline to file or confirm, and routinely extended for cause.
- Sale process: Per the CRO, the Debtors are exploring an expedited financing and/or sale transaction and have received expressions of interest from numerous parties, with FTI Consulting engaged to assist; as of mid-June 2026, no bid-procedures or section 363 sale motion had been filed.

### Key Parties

- With general unsecured claims estimated at only ~\$2.7 million, no official creditors' committee, trustee, or examiner had been appointed as of mid-June 2026; the real contest is among the secured banks, the bond trustee, the MCA lenders, and an emergent recapitalization constituency.
  - The Ad Hoc Camp Committee: A group of 20 camp directors and owners, together with Excelsior Camps LLC—formed by three established multi-camp operators (The TLC Family of Camps/Jay Jacobs, Horizon Camps/Tony Stein, and CampGroup/Mark Benerofe and Dayna Hardin)—filed a notice of appearance on June 14, 2026 through Kirkland & Ellis and Duane Morris, aiming to “properly and promptly capitalize all 30 camps” and exit all 30 from Chapter 11 in July, citing late-July visiting day (when 2027 deposits come due) as the functional deadline.
  - The bond trustee: L. Mishmeret Trust Company Ltd.—the largest secured creditor (~\$214 million)—represented by Riker Danzig and Chapman and Cutler LLP.
  - Private-credit and bank lenders: Metropolitan Partners Group Administration LLC (a Reserving Lender) extended a \$50 million loan in May 2025 jointly to SIMAD Holdings LLC and DAMIS Holdings LLC and holds ~\$25.4 million in principal outstanding against the SIMAD Debtors as of the Petition Date; it is not addressed in the fuller Cash Collateral Motion and has expressed interest in providing DIP financing. Named bank lenders—Bank of New Hampshire, Wayne Bank, Fidelity Bank, and TriState Capital Bank—have each appeared through counsel.
  - MCA lender appearing: Ace Funding Source LLC has appeared, reportedly reserving jury-trial rights and contesting jurisdiction—consistent with the anticipated lien-validity and avoidance disputes the MCA stack is expected to generate.
  - Other camp-operator parties: Individual owners and operators—including the Blue Star operating family, the Rocking Horse Ranch and Splashdown Beach operators, and individual owner David A. Shabsels—have appeared separately through their own counsel.
  - The DAMIS group: The affiliated DAMIS group is proceeding in its own jointly administered Chapter 11 (Case No. 26-16439), represented by Faegre Drinker Biddle & Reath LLP.

# Initial Budget

## 13-Week Cash Flow Forecast

Camp: Consolidated by Week

No.	USD in thousands (\$000) Forecast/Actual Period Ended	Total	
		Ending Jun 05, 2026	Ending Jun 12, 2026
<b>I. Net Cash Flow</b>			
1.	Camper Deposits		5,283
2.	Tuition Refunds		(90.9)
3.	Other Receipts		154
4.	Intercompany Funding		-
5.	Rental Income		64
<b>6.</b>	<b>Total Receipts</b>		<b>5,410.2</b>
7.	Payroll & Benefits		(1,333)
8.	Camp Vendor Payments		(2,372)
9.	Camp Operations & Supplies		(1,040)
10.	Credit Cards		(51)
11.	Rent Utilities & Maintenance		(1,625)
12.	Insurance		(96)
13.	Marketing & Enrollment		(111)
14.	Non-Bankruptcy Legal & Pro Fees		(19)
15.	Other Operating		(421)
16.	Intercompany		-
17.	Management Fee		(30)
18.	Taxes		(117)
<b>19.</b>	<b>Operating Disbursements</b>		<b>(7,214.4)</b>