THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No. 25-15241 (Joint Administration Requested) Objection Deadline: TBD Hearing: 12/30/2025

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR INSURANCE POLICIES ENTERED INTO PREPETITION AND PAY PREPETITION OBLIGATIONS IN RESPECT THEREOF, (B) HONOR PREPETITION PREMIUM FINANCING AGREEMENT, AND (C) RENEW INSURANCE PREMIUM FINANCING AGREEMENT IN THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through their proposed counsel, Dilworth Paxson LLP, hereby submit this motion (the "Motion") for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, (i) authorizing, but not directing, the Debtors, in their sole discretion to continue their insurance policies and insurance premium financing and to pay prepetition obligations in respect thereof, (ii) authorizing the Debtors' banks and other financial institutions to receive, process, honor and pay all checks issued and electronic payment requests made related to such insurance obligations, and (iii) granting related relief. In support of this Motion, the Debtors rely upon the *Declaration of Abraham Abiyeh in Support of First Day Pleadings* (the "First Day Declaration"), filed contemporaneously with this Motion, and respectfully state as follows:

[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Court") has jurisdiction over these Chapter 11 Cases, the Debtors, property of the Debtors' estates and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

2. Venue of these cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105, 363, 1107, and 1108 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

BACKGROUND

4. On the date hereof (the "Petition Date"), the Debtors each filed a petition for relief under Chapter 11 of title 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. As of the date of the filing of this Motion, no official committee of unsecured creditors, trustee, or examiner has been appointed or designated in these cases.

The Debtors' Operations

6. Concurrently with the filing of this Motion, the Debtors have sought procedural consolidation and joint administration of these Chapter 11 Cases.

7. Whitehall Manor, Inc. ("Whitehall") and Saucon Valley Manor, Inc. ("SVM," and, together with Whitehall, the "Manors") are Pennsylvania S-corporations. Through their missions, the Manors operate award winning senior living facilities at properties owned by Whitehall Trust and Saucon Trust (collectively, the "Trusts"). Real property located at 1177 Sixth Street, Whitehall

Township, PA is held in trust by Whitehall Trust and real property located at 1050 Main Street, Hellertown PA is held in trust by Saucon Trust. The Trusts lease the properties to Whitehall and SVM, respectively, and Whitehall and SVM operate their Manors at those locations.

8. The Manors are classified as Personal Care Homes ("PCH") regulated under 55 PA Code 2600. PCHs are not designed for seniors to age in place, which distinguish such facilities from Assisted Living Communities ("ALC") and Skilled Nursing Facilities ("SNF"). PCHs are not required by regulation, for example, to have nurses or doctors on staff or to provide transportation, unlike ALCs and SNFs. Residents with increased care needs are not eligible for PCH.

9. The Manors' residents are private pay. The Manors provide 24-hour supervision for adults and help with the tasks of daily living such as bathing, dressing, medication assistance, and meal preparation. Available services are based on the resident's needs after an evaluation.

10. Operations will continue in the ordinary course and will continue to be supported by the loans from the owners, subject to court approval.

11. The factual background relating to the Debtors' commencement of these Chapter 11 Cases is set forth in detail in the First Day Declaration filed on the Petition Date and incorporated herein by reference.

INSURANCE POLICIES

12. The Debtors maintain many insurance policies, a list of which is attached to the proposed interim and final orders as Exhibit 1 (collectively, the "Insurance Policies"),2 through various insurers (collectively, the "Insurers") that provide coverage for, among other categories,

[2] The Debtors have made an extensive and good-faith effort to identify all of their Insurance Policies, but due to the size and complexity of the Debtors' operations, certain Insurance Policies may have been inadvertently omitted from **Exhibit 1.** Accordingly, if the Debtors omitted any Insurance Policy from **Exhibit 1** such omission is not intended to exclude that policy from the relief sought through this Motion or any order entered in connection with this Motion.

the following types of liability: automobile; property; professional and general liability; directors and officers; medical related liability; and workers' compensation. Maintaining insurance coverage under the various Insurance Policies is essential to the continued operation of the Debtors' businesses and, moreover, is required under state law and the Debtors' leases. Thus, the Debtors submit that they should be authorized, but not directed, to continue to pay premiums, claims, deductibles, taxes, charges, fees, and other obligations owed under or with respect to the Insurance Policies as such obligations come due in the ordinary course of the Debtors' businesses.

13. The Debtors incur approximately $851,000.00 in aggregate annual premiums relating to the Insurance Policies, most of which are paid prospectively. Below is a summary of certain of the significant Insurance Policies:

(a) General Liability/Professional Liability Coverage. The Debtors maintain an Insurance Policy that provides general liability coverage (the "General Liability/Professional Liability Policy") with CNA. The General Liability/Professional Liability Policy provides coverage from October 1, 2025 through October 1, 2026. The Debtors incur approximately $260,762.26 in premiums per year for the Primary Insurance Policy.

(b) Property. The Debtors maintain an Insurance Policy that provides property insurance (the "Property Insurance Policy") with Travelers. The Property Insurance Policy provides coverage from October 1, 2025 through October 1, 2026. The Debtors incur approximately $107,148.75 in premiums per year for the Property Insurance Policy.

(c) Automobile and Crime. The Debtors maintain automobile insurance policies (the "Automobile Insurance Policies") with Selective. The Debtors incur approximately $32,131.00 in premiums per year for the Automobile Insurance Policies.

(d) Medical Related Liability. The Debtors maintain medical related liability insurance together with non-Debtor related entities (the "Medical Related Liability Policy") with Capital Blue Cross. The Debtors incur approximately $40,000 - $47,000 per month in premiums for the Medical Related Liability Policy.

14. The Debtors make a downpayment and then approximately 8 to 9 installments.

#125377700v2

15. As of the Petition Date, the Debtors are substantially current with their Insurance Obligations (as defined below). Although the Debtors have made an extensive and good-faith effort to identify all of their prepetition Insurance Obligations, due to the size and complexity of the Debtors' operations, certain amounts may have been inadvertently omitted or will come to light in the coming days. Because the Debtors believe that payment of the Insurance Obligations is necessary to ensure continued coverage under the Insurance Policies and to maintain good relationships with the Insurers—which is critical to ensuring the continued availability of insurance coverage and reasonable pricing for future policy periods—the Debtors request authority to pay, in their discretion, any prepetition amounts for the Insurance Policies that are determined to remain outstanding, provided they do not exceed $40,000.00 under the Interim Order.

RELIEF REQUESTED

16. By this Motion, pursuant to sections 105, 363, 1107, and 1108 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors to (a) continue their Insurance Policies on an uninterrupted basis in accordance with the same practices and procedures in effect prior to the Petition Date and to renew their Insurance Policies and Premium Financing or obtain replacement coverage, as needed in the ordinary course of business, without further Court approval, and (b) pay all prepetition insurance, premium financing obligations, including, but not limited to, undisputed premiums, claims, deductibles, administrative fees, and other obligations relating to the Insurance Policies, as applicable (collectively, the "Insurance Obligations").[3]

[3] To the extent that the Insurance Policies or related agreements may be deemed executory contracts within the meaning of section 365 of the Bankruptcy Code, the Debtors do not at this time seek authority to assume such contracts.

17. In addition, the Debtors request that the Court authorize and direct the Debtors' banks to receive, process, honor and pay all checks and fund transfers on account of the Insurance Obligations that had not been honored and paid as of the Petition Date, if any, and authorize the Debtors' banks and financial institutions to rely on the representations of the Debtors as to which checks and fund transfers should be honored and paid in respect of the Insurance Obligations, provided that sufficient funds are on deposit in the applicable accounts to cover such payments.

A. Payment of the Insurance Obligations Is Authorized Under Sections 1107(a) and 1108 of the Bankruptcy Code.

18. Payment of the Insurance Obligations is also authorized under sections 1107 and 1108 of the Bankruptcy Code. The Debtors, operating their businesses as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code, are fiduciaries, in that a debtor in possession conserves the bankruptcy estate and operates the business for the benefit of its creditors. *See In re Marvel Entm't Grp., Inc.*, 140 F.3d 463, 474 (3d Cir. 1998) (citation omitted); *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Advanced Contracting Sols., LLC*, 582 B.R. 285, 304 (Bankr. S.D.N.Y. 2018). Implicit in the duties of a chapter 11 debtor in possession is the duty "to protect and preserve the estate, including an operating business's going-concern value." *CoServ*, 273 B.R. at 497; *see also Advanced Contracting*, 582 B.R. at 304 ("As fiduciaries, the debtor-in-possession and its managers are obligated to treat all parties to the case fairly, maximize the value of the estate").

19. Payment of the Insurance Obligations and the renewal, revision, extension, supplementation, change or entering into new insurance policies, as needed in the Debtors' business judgment, are necessary to ensure the Debtors' ongoing operations. As fiduciaries for the bankruptcy estate, the Debtors could be violating their duties if they in any way jeopardize the coverage provided under the Insurance Policies.

20. As described above, non-payment of the Insurance Obligations could result in cancellation of the Insurance Policies, in which case the Debtors may be in violation of state laws, in breach of various contractual agreements, in violation of Section 1112(b)(4)(C), and also may be unable to find alternative insurance coverage, or find such alternatives only at a much higher cost than the Debtors currently incur. Therefore, the potential harm and economic disadvantage that would stem from the cancellation of the Insurance Policies, and failure to renew the Insurance Policies or revise, extend, supplement, change or enter into new insurance arrangements as needed in the Debtors' business judgment, are grossly disproportionate to the amount of the Insurance Obligations and the costs to renew, revise, extend, supplement, change or enter into new insurance coverage.

21. To meet their fiduciary duties as debtor in possession under Bankruptcy Rules 1107(a) and 1108, the Debtors should be authorized to pay the Insurance Obligations and to renew, revise, extend, supplement, change or enter into new Insurance Policies, as needed in their business judgment. The Debtors thus seek authority to pay all Insurance Obligations that may become due with respect to the Insurance Policies if such payments are necessary in the Debtors' business judgment or in order to avoid cancellation or interruption of insurance coverage.

B. Continuing the Insurance Policies and Paying All Undisputed Obligations in Respect Thereof Is Necessary to Preserve the Value of the Debtors' Estates.

22. Pursuant to section 503(b)(1) of the Bankruptcy Code, a debtor may incur, and the Court, after notice and a hearing, shall allow, as administrative expenses, among other things, "the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1)(A). In addition, pursuant to section 363(b) of the Bankruptcy Code, a debtor may, in the exercise of its sound business judgment and after notice and a hearing, use property of the estate outside of the ordinary course of business. 11 U.S.C. § 363(b); *see also In re Chateaugay Corp.*, 973 F.2d 141,

#125377700v2

143 (2nd Cir. 1992) (holding that the approval of a 363(b) application must be based on a good business reason); *Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.),* 780 F.2d 1223, 1226 (5th Cir. 1986) (holding that section 363(b) requires that "there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business"); *In re Performance Nutrition, Inc.*, 239 B.R. 93, 111-12 (Bankr. N.D. Tex. 1999) (citing *In re Cont'l Air Lines*, 780 F.2d at 1226); *The Dai-Ichi Kangyo Bank, Ltd., Chicago Branch v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.),* 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of property of the estate under [section 363(b)], courts require the debtor to show that a sound business purpose justifies such actions."). The Debtors submit that the use of estate funds for payment of undisputed Insurance Obligations is permitted by sections 503(b)(1) and 363(b) of the Bankruptcy Code as necessary costs of preserving the estate.

23. Furthermore, to supplement these explicit powers, section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. §105(a). Under section 105 of the Bankruptcy Code, the bankruptcy court may permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor and to enable a successful reorganization. *Czyzewski v. Jevic Holding Corp.*, 137 S. Ct. 973, 985, 197 L. Ed. 2d 398 (2017); *see also In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (citing *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989)).

24. In a long line of well-established cases, courts have consistently permitted postpetition payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors based on the "doctrine of necessity." *See CoServ*,

273 B.R. at 497 (noting that the doctrine of necessity is necessary to carry out the provisions of the bankruptcy code because debtors in possession are fiduciaries of the estate); *see also Jevic Holding Corp.*, 137 S. Ct. at 985 (recognizing that courts routinely grant orders allowing payment to essential suppliers to preserve and maximize the debtors' estates); *In re All Trac Transp., Inc.*, 306 B.R. 859, 876 (Bankr. N.D. Tex. 2004). The doctrine of necessity, also referred to as the "necessity of payment rule," functions in a chapter 11 reorganization as a mechanism by which the Bankruptcy Court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code for the debtor to reach its goal of reorganization. The doctrine of necessity is frequently invoked early in a chapter 11 case, particularly in connection with the payment of prepetition claims. *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 370 n.2 (Bankr. S.D. Tex. 2000) (applying the doctrine of necessity to allow debtors to provide their customers with billing credits for prepetition periods); *In re Just for Feet, Inc.*, 242 824–25 (Bankr. D. Del. 1999) (noting that a debtor may pay prepetition claims of critical vendors that are essential to the continued operation of the debtor's business). Accordingly, pursuant to section 105(a) of the Bankruptcy Code, this Court is empowered to grant the relief requested in this Motion.

25. The nature of the Debtors' businesses and the extent of their operations make it essential for them to maintain their Insurance Policies on an uninterrupted basis. If the Debtors fail to pay any premiums, deductibles or related fees under any of the Insurance Policies, then the Insurance Carriers may seek to terminate the existing Insurance Policies, or they may decline to renew the Insurance Policies or refuse to insure the Debtors in the future. If the Insurance Policies lapse without renewal, the Debtors could be exposed to substantial liability to the detriment of all parties in interest. The Debtors would also be in default under certain key contracts, which require

that the Debtors maintain adequate insurance coverage. Furthermore, if the Insurance Policies lapsed, the Debtors would be required to obtain replacement policies on an expedited basis.

26. Furthermore, the Insurance Policies are the result of a competitive bidding process and replacing such programs and policies on short notice would result in significant and unnecessary cost to the estates. The continuation of the Insurance Policies, on an uninterrupted basis, and the payment of the Insurance Obligations is therefore essential to preserve the Debtors' businesses and preserve the value of the Debtors' estates for all parties in interest in these Chapter 11 Cases.

C. Continuing Insurance Premium Financing and Paying Obligations related thereto is Necessary to Preserve the Value of the Debtors' Estates

27. The Debtors Should be Authorized to Honor Obligations Under and Renew the Premium Financing Agreement.

28. Payment of amounts owed under the Financing Agreement is also necessary and appropriate and may be authorized under Bankruptcy Code sections 105(a) and 363(b). Moreover, pursuant to Bankruptcy Code section 364(c), a debtor may, in the exercise of its business judgment, incur secured postpetition debt if the debtor has been unable to obtain unsecured credit and the borrowing is in the estate's best interests. *See, e.g., In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (recognizing that courts "permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties" in incurring postpetition credit). As described above, the Debtors believe that continuing to perform under the Financing Agreement on a postpetition basis is in the best interests of their estates. Moreover, given the Debtors' current financial circumstances, the Debtors may have difficulty securing alternative premium financing on terms as favorable as under the Financing Agreement. In any event, the Debtors are highly

unlikely to obtain such financing on an unsecured basis. Thus, the Debtors' ability to continue performing under and renew the Financing Agreement is likely to preserve estate value.

D. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

29. The Debtors request that the Court authorize and direct all of the Debtors' applicable banks and other financial institutions (the "Banks") to receive, process, honor, and pay all checks and drafts presented for payment and to honor all electronic payment requests related to the obligations described in the Motion, whether such checks were presented or electronic requests were submitted prior to or after the Petition Date; provided that sufficient funds are on deposit in the applicable bank accounts to cover such payments. The Debtors further request that the Banks be authorized to rely on the Debtors' designation of any particular checks or electronic payment requests as authorized in accordance with the relief requested in the Motion. The Debtors also seek authority to issue new post-petition checks or effect new electronic fund transfers on account of the obligations described in this Motion to replace any prepetition checks or electronic fund transfer requests that may be dishonored as a result of the commencement of these Chapter 11 Cases.

30. The Debtors expect that the cash generated by the Debtors' ongoing businesses will provide sufficient funds to pay any amounts described in this Motion. The Debtors also expect that, under the Debtors' existing cash management system, the Debtors can readily identify checks or electronic fund transfer requests as relating to an authorized payment requested in this Motion. Accordingly, the Debtors believe that checks or electronic fund transfer requests, other than those relating to authorized payments, will not be honored inadvertently and that the Banks should be authorized and directed, when requested by the Debtors in their sole discretion, to receive, process,

#125377700v2

honor, and pay any and all checks or electronic fund transfer requests with respect to the payments requested in this Motion.

RESERVATION OF RIGHTS

31. Nothing contained in this Motion is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person. Authorization to pay the claims described in this Motion should not be deemed a direction to the Debtors to pay such claims; rather, the Debtors will make any such payments in their discretion. In addition, any payment made pursuant to an order of the Court granting the relief requested in this Motion is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to subsequently dispute such claim.

THE DEBTORS SATISFY BANKRUPTCY RULE 6003(b)

32. Bankruptcy Rule 6003(b) provides that, "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to . . . pay all or part of a claim that arose before the filing of the petition." Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern.

#125377700v2

33. As described above, the failure to maintain the Insurance Program would have immediate and detrimental consequences for the Debtors' business operations and all parties in interest. Absent the authority to maintain the Insurance Program, the Debtors would be required to seek alternative insurance coverage, which would likely be at a significantly higher cost. Based on the foregoing, the Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm, and therefore, Bankruptcy Rule 6003 is satisfied.

REQUEST FOR WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

34. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

NOTICE

30. This Motion has been served upon (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b) the Commonwealth of Pennsylvania, Department of Labor and Industry; (c) the Commonwealth of Pennsylvania, Department of Revenue; (d) the Office of the Attorney General of Pennsylvania; (e) the entities listed on the Consolidated List of Creditors Holdings the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (f) Internal Revenue Service; (g) Duane Morris; (h) Truist Bank; (i) Whitehall Township Tax Office (j) Commonwealth of Pennsylvania, Department of Human Services; (k) Whitehall Coplay School District; (l) Borough of Hellertown; (m) County of Northhampton; (n) Saucon School District (o) Lehigh Valley LLC I; (p) Portnoff Law & Associates; (q) Office of the Unites States

Attorney General for the Eastern District of Pennsylvania; and (r) all parties who have requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court (i) enter the interim order, substantially in the form attached hereto as Exhibit A, granting the relief requested in this Motion, (ii) schedule a final hearing on the Motion and thereafter enter the final order substantially in the form attached hereto as Exhibit B, and (iii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: December 26, 2025
Philadelphia, Pennsylvania

/s/ Michelle V. Lee

DILWORTH PAXSON LLP
Lawrence G. McMichael
Anne M. Aaronson
Michelle V. Lee
1650 Market St., Suite 1200
Philadelphia, PA 19103
Telephone: (215) 575-7000
Facsimile: (215) 575-7200
Email: lmcmichael@dilworthlaw.com
aaaronson@dilworthlaw.com
mlee@dilworthlaw.com

Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit A

(Proposed Interim Order)

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No.25-15241 (Joint Administration Requested) Re: D.I. __

INTERIM ORDER (I) AUTHORIZING THE DEBTORS' INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR INSURANCE POLICIES ENTERED INTO PREPETITION AND PAY PREPETITION OBLIGATIONS IN RESPECT THEREOF, (B) HONOR PREPETITION PREMIUM FINANCING AGREEMENT, AND (C) RENEW INSURANCE PREMIUM FINANCING AGREEMENT IN THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

This matter coming before the Court on the motion (the "Motion")[2] filed by the above-captioned debtors (collectively, the "Debtors") for entry of an order (this "Interim Order"), authorizing, but not directing, the Debtors, in their sole discretion, to continue their insurance policies and premium financing and pay prepetition obligations in respect thereof, (ii) authorizing the Debtors' banks and other financial institutions to receive, process, honor and pay all checks issued and electronic payment requests made related to such insurance obligations, and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § (A), (iv) venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and

---

[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

[2] Capitalized terms used but not otherwise defined in this Interim Order shall have the meanings given to them in the Motion.

(v) the Debtors' notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Interim Order; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.

2. The Debtors are authorized, but not required, to pay, in their sole discretion, all Prepetition Insurance Obligations in connection with the Insurance Policies and Premium Financing, including the prepetition premiums in arrears in the amount of $________ in order to avoid immediate and irreparable hard. Furthermore, absent further order of this Court upon notice, during the court of the bankruptcy case, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the existing premium financing agreements.

3. The Debtors' banks and financial institutions are authorized, when requested by the Debtors, to (a) receive, process, honor, and pay any and all checks and drafts presented for payment and to honor all electronic payment requests made by the Debtors that relate to the prepetition insurance obligations, whether such checks were presented or electronic fund transfer requests were submitted prior to or after the Petition Date, and (b) rely on the Debtors' designation of any particular check or electronic payment request as approved under this Interim Order.

4. Notwithstanding anything to the contrary, each of the Debtors' Insurance Providers shall list the United States Trustee on each of the Debtors' Insurance Policies as a notice party.

5. This Interim Order is without prejudice to the rights of the Debtors and their estates to contest the validity, priority or amounts of any Insurance Obligations on any grounds they deem appropriate, and any rights of the Debtors and their estates with respect to such matters shall be preserved.

6. Nothing contained in this Interim Order is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person. Authorization to pay the claims described in this Motion shall not be deemed a direction to the Debtors to pay such claims; rather, the Debtors will make any such payments in their discretion. Any payment made pursuant to this Interim Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to subsequently dispute such claim.

7. A copy of this Interim Order shall be served by the Debtors or their counsel by regular mail upon: (i) the Office of the United States Trustee, (ii) all secured creditors, (iii) the Debtors' 20 largest unsecured creditors; (iv) the Internal Revenue Service and all other taxing authorities identified in the Debtors' creditors matrix, and (v) any person requesting notice pursuant to Fed. R. Bankr. 2002.

8. Any objections to the entry of a Final Order shall be filed with the Court and served upon counsel to the Debtors, within 14 days of the date of service. In the event no objections are timely filed and served in accordance with this Interim Order, the Court may enter a Final Order granting the Motion without conducting a hearing.

9. The final hearing (the "<u>Final Hearing</u>") on the Motion shall be held on **____________, 2026 at ___:___ __.m. (prevailing Eastern Time)**. Any objections or responses to entry of a final order on the Motion (each, an "<u>Objection</u>") shall be filed on or before 4**:00 p.m. (prevailing Eastern Time) on________________, 2026**, and served on the following parties: (a) proposed counsel for the Debtors, Dilworth Paxson LLP, 1650 Market Street, Suite 1200, Philadelphia, PA 19103 (Attn: Anne M. Aaronson, Esq. [aaaronson@dilworthlaw.com]; Michelle Lee, Esq. [mlee@dilworthlaw.com]; Jack Small, Esq. [jsmall@dilworthlaw.com]); (b) the Office of the United States Trustee, Robert NC Nix, Sr. Federal Building, 900 Market Street, Suite 320, Philadelphia, PA 19107 and (c) counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases.

10. The requirements of Bankruptcy Rule 6003(b) are satisfied.

11. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), the terms and provisions of this Interim Order shall be immediately effective and enforceable upon its entry.

12. The Debtors are hereby authorized to take all actions necessary to effectuate the relief granted in this Interim Order.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Interim Order.

Dated:

____
Honorable Patricia Mayer

#125377700v2

Exhibit 1
(Insurance Schedule)

Carrier	Policy Type	policy #	Effective Date
Eastern alliance	Workers comp	613563	9/1/2025-9/1/2026
ICW	Workers comp	WPH508247000	2/23/2025-2/23/2026
Chubb	Crime	J06418910	10/1/2025-10/1/2026
Travelers	Auto	9W3802092343G	10/1/2025-10/1/2026
Travelers	Property	9W381335	10/1/2025-10/1/2026
CNA	Professional Liability	PLC7040066072	10/1/2025-10/1/2026
CNA	Professional Liability	PLC7040066072	10/1/2025-10/1/2026
Highmark	Employee Medical Insurance	10881006	12/31/25-12/31/25
Capital Blue Cross	Employee Medical Insurance	Will receive number 1/1/26	1/1/26-1/1/27 (listed for disclosure purposes)
United Concordia	Employee Dental Insurance	924369–001 924369–000	1/1/25-12/31/25

Exhibit B

(Proposed Final Order)

THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: Whitehall Trust, et al.,[1] Debtors.	Chapter 11 Case No.25-15241 (Joint Administration Requested) Re: D.I. __

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR INSURANCE POLICIES ENTERED INTO PREPETITION AND PAY PREPETITION OBLIGATIONS IN RESPECT THEREOF, (B) HONOR PREPETITION PREMIUM FINANCING AGREEMENT, AND (C) RENEW INSURANCE PREMIUM FINANCING AGREEMENT IN THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; AND (III) GRANTING RELATED RELIEF

This matter coming before the Court on the motion (the "Motion")[2], filed by the above-captioned debtors (collectively, the "Debtors") for entry of a final order (this "Final Order"), authorizing, but not directing, the Debtors, in their sole discretion, to continue their insurance policies and premium financing and pay prepetition obligations in respect thereof, (ii) authorizing the Debtors' banks and other financial institutions to receive, process, honor and pay all checks issued and electronic payment requests made related to such insurance obligations and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § (A), (iv) venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) the Debtors' notice of the Motion and opportunity for a hearing were adequate and appropriate

[1] The Debtors in these Chapter 11 Cases are: (i) Whitehall Trust; (ii) Saucon Trust; (iii) Whitehall Manor, Inc. (5606); (iv) Saucon Valley Manor, Inc. (2894).

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

under the circumstances and no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Final Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein.

2. The Debtors are authorized, but not required, to pay, in their sole discretion, all prepetition Insurance Obligations in connection with the Insurance Policies and Premium Financing, as they come due in the ordinary course of business, including any amounts that have accrued and come due postpetition.

3. Subject to paragraph 2 of this Final Order, the Debtors are authorized, but not directed, to maintain and administer their Insurance Policies and Premium Financing in the ordinary course of business and consistent with past practice and honor and pay all claims and other costs and expenses related thereto whether arising prior to or after the Petition Date.

4. The Debtors are authorized to renew the existing Insurance Policies and Premium Financing arrangements or enter into new insurance arrangements (including for "tail" periods) in the ordinary course of business, as may be required as the annual terms of existing arrangements expire.

5. The Debtors' bankss are authorized and directed to (a) receive, process, honor, and pay any and all checks and drafts presented for payment and to honor all electronic payment

requests made by the Debtors that relate to the prepetition obligations described in the Motion, whether such checks were presented or electronic fund transfer requests were submitted prior to or after the Petition Date, and (b) rely on the Debtors' designation of any particular check or electronic payment request as approved under this Final Order.

6. Notwithstanding anything to the contrary, each of the Debtors' Insurance Providers shall list the United States Trustee on each of the Debtors' Insurance Policies as a notice party.

7. This Final Order is without prejudice to the rights of the Debtors and their estates to contest the validity, priority or amounts of any Insurance Obligations on any grounds they deem appropriate, and any rights of the Debtors and their estates with respect to such matters shall be reserved.

8. Nothing contained in this Final Order is intended to or shall: (a) be construed as an admission as to the validity of any claim against the Debtors; (b) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity or priority of any claim against the Debtors; (c) impair, prejudice waive or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; and (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person. Authorization to pay the claims described in this Motion shall not be deemed a direction to the Debtors to pay such claims; rather, the Debtors will make any such payments in their discretion. Any payment made pursuant to this Final Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to subsequently dispute such claim.

9. The requirements of Bankruptcy Rule 6003(b) are satisfied.

10. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), the terms and provisions of this Final Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are hereby authorized to take all actions necessary to effectuate the relief granted in this Final Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Final Order.

Dated:

____

Honorable Patricia Mayer