

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

In re: Whitehall Manor, Inc., <i>Debtor.</i>	: : : : : : :	Chapter 11 Case No. 25-15245 (PMM) (Jointly Administered)
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**SECURED CREDITOR LEHIGH VALLEY 1, LLC’S SIXTH
OBJECTION TO DEBTORS’ CASH COLLATERAL MOTION**

Secured Creditor Lehigh Valley 1, LLC (“Lender”) objects to the Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and (B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing on the Relief Sought Herein (ECF 17 (Case No. 25-15241), the “Cash Collateral Motion”), filed by Whitehall Trust and Saucon Trust (collectively, the “Trusts”), and Whitehall Manor, Inc. and Saucon Valley Manor, Inc. (collectively, the “Manor Debtors”). In support of this objection, Lender further states as follows:

1. Lender previously filed the following objections to the Cash Collateral Motion (collectively, the “Prior Objections”):

- First Objection of Secured Creditor Lehigh Valley 1, LLC to Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and (B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing on the Relief Sought Herein (ECF 41 (Case No. 25-15241));¹
- Second Objection of Secured Creditor Lehigh Valley 1, LLC to Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and

¹ Capitalized terms used but not defined herein are used with the meaning set forth in the First Cash Collateral Objection.

(B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing on the Relief Sought Herein (ECF 105 (Case No. 25-15241));

- Supplemental Objection to Debtors' Cash Collateral Motion and Lender's Cross-Motion for Sanctions (ECF 119 (Case No. 25-15241));
- Third Objection of Secured Creditor Lehigh Valley 1, LLC to Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and (B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing on the Relief Sought Herein (ECF 206 (Case No. 25-15241));
- Fourth Objection of Secured Creditor Lehigh Valley 1, LLC to Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and (B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing on the Relief Sought Herein (ECF 262 (Case No. 25-15241)); and
- Secured Creditor Lehigh Valley 1, LLC's Fifth Objection to Debtors' Cash Collateral Motion (ECF 85).

2. The Lender incorporates each of the Prior Objections herein by reference as if set forth in full.

3. This Court has now entered five interim orders authorizing the Manor Debtors to use cash collateral on a temporary basis:

- The Interim Order (A) Authorizing the Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Such Use and (B) Prescribing the Form and Manner of Notice and Setting the Time for a Final Hearing (ECF 81 (Case No. 25-15241));
- The Second Interim Order (A) Authorizing the Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Such Use and (B) Prescribing the Form and Manner of Notice and Setting the Time for a Final Hearing (ECF 189 (Case No. 25-15241));
- Third Interim Order (A) Authorizing the Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Such Use and

(B) Prescribing the Form and Manner of Notice and Setting the Time For a Final Hearing (ECF 32);

- Fourth Interim Order (A) Authorizing the Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Such Use and (B) Prescribing the Form and Manner of Notice and Setting the Time For a Final Hearing (ECF 53); and
- Fifth Interim Order (A) Authorizing the Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Such Use and (B) Prescribing the Form and Manner of Notice and Setting the Time For a Final Hearing (ECF 120).

4. The Lender incorporates, as if set forth herein in full, each of the specific objections to the Cash Collateral Motion it has asserted in its Prior Objections.

Reservation of Additional Objections

5. While the Manor Debtors have provided some periodic reporting about their financial affairs, operations, and use of cash collateral, the Manor Debtors still have not provided reporting concerning the entire period since the previous hearing, and have not filed Monthly Operating Reports covering April 2026.

6. As the Lender is still conducting discovery, investigating the Manor Debtors' affairs, and reviewing and awaiting additional reports from the Manor Debtors, the Lender reserves the right to: (i) file amendments, supplements, and other documents in support of these objections; (ii) supplement and expand on the specific objections set forth above and in the Prior Objections; and (iii) assert such other objections to the Manor Debtors' continued use of cash collateral as are appropriate and warranted.

7. In addition, the Manor Debtors have not proposed any revised version of a cash collateral budget different from the budgets included in the Third Interim Order. Accordingly, the Lender reserves its right to assert any appropriate and warranted objections to any such revisions.

Reservation of Rights

8. Notwithstanding the foregoing, Lender reserves all of its present and future rights, claims, and remedies with respect to its liens and security interests in the Debtors' property, including, without limitation, (i) its right to challenge the validity, extent, perfection, and priority of any liens or interests asserted by the Debtor or any other party in interest in such property; (ii) its right to contest the Debtors' proposed use of cash collateral and to seek appropriate adequate protection, including additional or replacement liens, additional adequate protection payments, or superpriority claims; (iii) its right to require valuations and to object to any valuation methodologies; (iv) its right to seek modification, expansion, or termination of the use of cash collateral if protections are inadequate; (v) its right to seek relief from the automatic stay on any applicable grounds or to seek other relief as permitted by the Bankruptcy Code; (vi) its right to seek to dismiss the Debtors' bankruptcy cases on any available grounds; and (vii) any other rights and remedies available under applicable law, equity, or contract.

WHEREFORE, the Lender respectfully requests that this Court enter an Order appropriately conditioning and limiting the Manor Debtors' authority to use cash collateral.

Respectfully Submitted,

HANGLEY ARONCHICK SEGAL PUDLIN
& SCHILLER

Dated: May 21, 2026

By: /s/ Matthew A. Hamermesh
Matthew A. Hamermesh
Sara E. Smith
One Logan Square, 27th Floor
Philadelphia, PA 19103-6933
(215) 568-6200
mhamermesh@hangle.com

-and-

BERGER LAW GROUP, P.C.
Phillip D. Berger
919 Conestoga Road, Building 3, Suite 114
Bryn Mawr, PA 19010
(610) 668-0800
Berger@BergerLawPC.com

*Attorneys for Secured Creditor Lehigh
Valley 1, LLC*