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

In re: Whitehall Manor, et al.,[1] Debtors.	Chapter 11 Case No. 25-15245(PMM) Jointly Administered

SIXTH 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

This matter came before the Court on the motion (the "Motion")[2] of the above-captioned debtors (the "Debtors") for interim and final orders pursuant to Sections 105, 361 and 363 of Title 11 of the United States Code (the "Bankruptcy Code") and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (a) authorizing the Debtors to use the cash collateral of an existing secured party and granting adequate protection to the existing secured party for the use of its cash collateral, and (b) prescribing the form and manner of notice and setting the time for the final hearing on the Motion. Upon review of the Motion and the objections thereto and based upon the evidence presented to this Court at the interim hearing (the "Interim Hearing") on the Motion, the Court hereby makes the following findings of fact and conclusions of law:

A. Adequate and sufficient notice of the Motion and the Interim Hearing under the circumstances has been provided to all persons entitled thereto pursuant to Bankruptcy Rules 2002 and 4001. No further notice of the Motion is necessary, and the Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2).

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

B. This matter constitutes a "core proceeding" within the meaning of 28 U.S.C. § 157.

The Debtors' Need to Use Cash Collateral

Solely for purposes of this Interim Order and without prejudice in all other respects, the Court finds that:

A. The Debtors require use of the Cash Collateral, as well as any proceeds thereof, in which the Secured Party may assert liens and security interests in order to preserve the value of its business and assets and to avoid immediate and irreparable harm to the Debtors' estates and to meet their operating obligations pending a final hearing on the Motion (the "Final Hearing"). If the Debtors are unable to pay amounts that come due prior to the Final Hearing, they will not be able to continue to operate and provide much-needed services to their residents.

B. Pursuant to Sections 363(a) and 552(b) of the Bankruptcy Code, any Cash Collateral held by the Debtors as of the Petition Date may constitute "cash collateral" within the meaning of Section 363(a) of the Bankruptcy Code. The Secured Party asserts that it has an interest in the Cash Collateral within the meaning of Sections 363(c)(2) and 363(e) of the Bankruptcy Code.

C. The Debtors have an immediate need to use Cash Collateral on an interim basis through the date of the Final Hearing to, among other things, fund their obligations and pay other operating expenses that come due prior to the Final Hearing, in accordance with the Budget attached hereto as **Exhibit 1**, subject to an allowed disbursement variance of ten (10) percent per line item per week on a four-week rolling basis.

[2] Capitalized terms not defined herein shall have the meanings set forth in the Motion.

D. Good cause has been shown for entry of this interim cash collateral order (the "Sixth Interim Order") as an immediate and critical need exists for the Debtors to be permitted access to funds to continue their operations.

E. The record adequately demonstrates that without the use of such funds, the Debtors' estates would be immediately and irreparably harmed.

F. The Debtors seek to use Cash Collateral existing on or after the Petition Date that may be subject to the Secured Party's liens through the date of the Final Hearing solely for the purposes and in the amounts set forth in the Budget.

G. The Debtors have offered, pursuant to Sections 361 and 363(e) of the Bankruptcy Code, to provide to the Secured Party as adequate protection of its interests, if any, in the Cash Collateral against (i) any diminution in value from the use of the Cash Collateral and other collateral, and (ii) for the imposition of the automatic stay pursuant to Section 362 of the Bankruptcy Code: (a) the continued, uninterrupted operation of the Debtors; and (b) the Replacement Liens (as defined herein).

H. On January 27, 2026, the Court ordered Debtor Whitehall Manor to pay $35,000 per month to Lender as additional adequate protection of its interests and ordered Debtor Saucon Valley Manor to pay $35,000 per month to Lender as additional adequate protection.

I. On April 23, 2026, the Court ordered Debtor Whitehall Manor to pay $139,000.00 by May 1, 2026 and Debtor Saucon Valley Manor to pay $142,118.42 by May 1, 2026 into escrow with the Receiver appointed in the prepetition Foreclosure Action pending further order of the Court, which the Debtors escrowed with the Receiver on or about April 29, 2026.

J. On May 26, 2026, the Court modified its prior adequate protection order of April 23, 2026 to require, in addition to the $35,000 monthly payments referenced in paragraph H hereof, Debtor Whitehall Manor cause to be paid to the Secured Party on behalf of Debtor Whitehall Trust the monthly amount of $69,844.85 and Debtor Whitehall Manor cause to be paid to the Secured Creditor on behalf of Debtor Saucon Trust the monthly amount of $69,578.58.

K. On May 26, 2026, the Court discontinued the escrow of rent with the Receiver set forth in paragraph I hereof and directed the Receiver to turnover the rent escrowed by the Debtors for May 1, 2026 to the Secured Creditor.

L. Subject to compliance with the terms of this Sixth Interim Order, the Debtors are authorized to use the Cash Collateral solely during the period from the date of this Sixth Interim Order through the Final Hearing and solely in the amounts set forth in the Budget.

M. All conclusions of law that are or may be deemed to be findings of fact are hereby incorporated as findings of fact.

N. This Sixth Interim Order is entered pursuant to and shall be construed and be consistent with Sections 361 and 363 of the Bankruptcy Code and Bankruptcy Rule 4001(b).

ACCORDINGLY, THE COURT HEREBY CONCLUDES THAT:

a. Good cause has been shown for the entry of this Sixth Interim Order and the authorizations herein. Among other things, the entry of this Sixth Interim Order pending the Sixth Interim or Final Hearing will enable the Debtors to continue operating and to avoid immediate and irreparable harm to the Debtors' estates, and is otherwise in the best interests of the Debtors, their creditors, and their estates.

b. This Sixth Interim Order is immediately valid and fully effective upon its entry.

c. All findings of fact that are or may be deemed to be conclusions of law are incorporated herein as conclusions of law.

ACCORDINGLY, IT IS ORDERED:

a. Pending expiration of this Sixth Interim Order, the Debtors are permitted to use Cash Collateral, solely in accordance with the Budget, including a variance of up to ten (10) percent per week, per line item, on a four-week (4) rolling basis, as needed, for the period from the date of the hearing on this Sixth Interim Order through the date of the Final Hearing, without setoff or recoupment by the Secured Party, for, among other things, working capital purposes, the payment of certain obligations in accordance with relief authorized by the Court, and other obligations solely as set forth in the Budget. The Budget may be updated and modified through the date of the Final Hearing by (i) consensual agreement between the Debtors and the Secured Party or (ii) further order of the Court.

b. The Debtors shall be, and hereby are, authorized to use Cash Collateral on the terms and conditions set forth in this Sixth Interim Order in accordance with the Budget.

c. The Debtors' right to use Cash Collateral under the Sixth Interim Order shall commence on the date of entry of the Sixth Interim Order and expire on the date of the Final Hearing. The Debtors shall not use Cash Collateral to challenge or otherwise contest the validity of the Secured Party's security interest.

d. As adequate protection: (i) to protect the Secured Party's interest, if any, in the Cash Collateral and other collateral pursuant to Sections 361 and 363(e) of the Bankruptcy Code; (ii) for any diminution in value from the use of the Cash Collateral and other collateral; and (iii) for the imposition of the automatic stay pursuant to Section 362 of the Bankruptcy Code, the Court hereby grants the

Secured Party replacement security interests in and replacement liens (exclusive of any avoidance actions available to the Debtor's estates pursuant to Sections 544, 545, 547, 548, 549, 550, 553(b), or 724(a) of the Bankruptcy Code or any proceeds thereof) on all of the Debtors' assets, whether such property was acquired before or after the Petition Date (the "Replacement Liens").

e. Such Replacement Liens shall be equal to the aggregate diminution in value, if any, after the Petition Date of the Cash Collateral and other collateral. The Replacement Liens shall be of the same extent, validity, and priority as the liens of the Secured Party on the prepetition Cash Collateral and other collateral.

f. Subject to the foregoing paragraph, the Replacement Liens shall constitute valid and duly perfected security interests and liens as of the Petition Date. The Secured Party shall not be required to file or serve financing statements, notices of lien, or similar interests which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such Replacement Liens.

g. The Replacement Liens shall be subject and subordinate solely to fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) and the Clerk of the Bankruptcy Court.

h. In lieu of the adequate protection payments and escrow ordered by the Court on April 23, 2026, each of Debtor Whitehall Manor and Debtor Saucon Valley Manor is directed to continue to make the $35,000 payment ordered on January 27, 2026 by the 13th day of each month and Debtor Whitehall Manor is directed to pay to the Secured Creditor on behalf of Debtor Whitehall Trust the amount of

$69,844.85 on or before the 1st day of each month beginning June 1, 2026 and Debtor Saucon Valley Manor is directed to pay to the Secured Creditor on behalf of Debtor Saucon Trust the amount of $69,578.58 per month on or before the 1st day of each month beginning June 1, 2026 pending further order of the Court. The Receiver is directed to turnover to the Secured Creditor the rent escrowed by the Debtors pursuant to this Court's direction for May 1, 2026.

i. The Debtors are directed to keep their books and records of original entry current and updated, so that all business activity is posted to them in the ordinary course of the Debtors' businesses. The Debtors shall provide to the Secured Party any reports of operations required to be provided by the prepetition agreements at the same time and in the same manner as set forth therein. In addition, the Debtors have agreed to and will provide the Lender with a weekly report of payments made and income received over the prior week, with a monthly reconciliation of actual income and expenses compared to budgeted income and expenses. The weekly report will be provided on or before Wednesday of the following week and the monthly reconciliation by the 20th day of the following month.

j. The Debtors shall promptly serve, by email, facsimile or overnight delivery, a copy of this Sixth Interim Order upon the parties having been given notice of the Sixth Interim Hearing and any other party that has filed a request for notices with this Court.

k. The Final Hearing is hereby scheduled for June 30, 2026, at 1:00 p.m. via Zoom:

https://www.zoomgov.com/

j/1654254555pwd=PBMuFjvhjd1Si7QTbYCTFurEau1Ky9.1

Meeting ID: 165 425 4555

Passcode: 771117

l. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file a written objection upon the following parties: (a) counsel for Debtors Whitehall Manor, Inc. and Saucon Valley Manor, Inc., Lawrence McMichael, Dilworth Paxson LLP, 1650 Market St., Suite 1200, Philadelphia, PA 19103; (b) proposed counsel for Debtors' Whitehall Trust and Saucon Trust, Rachel Jaffe Mauceri, Robinson & Cole LLP, 1650 Market St., Suite 3030, Philadelphia, PA 19103; (c) the Office of the United States Trustee for the Eastern District of Pennsylvania c/o Rachel Wolf, Esquire, Robert C. Nix Federal Courthouse, 900 Market St., Suite 320, Philadelphia, PA 19107 ; and (d) Lehigh Valley 1, LLC, c/o Matthew Hamermesh & Phillip Berger, Hangley Aronchick Segal Pudlin & Schiller, One Logan Square, 27th Floor, Philadelphia, PA 19103. All objections to the entry of such Final Order shall be filed with the Clerk of the United States Bankruptcy Court, Eastern District of Pennsylvania, in each case to allow actual receipt by the foregoing notice parties no later than June 23, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "<u>Objection Deadline</u>").

m. This Sixth Interim Order shall be fully effective upon its entry.

SO ORDERED this 29th day of May, 2026.

Patricia M. Mayer

Honorable Patricia M. Mayer
United States Bankruptcy Judge

#125651388v1

Exhibit 1 (to Sixth Interim Order)

[Budget]

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12/12/14
Accrual Basis

Saucon Valley Manor
Profit Loss

CASH RECEIPTS & DISBURSEMENTS 13 WEEKS FORECAST	Week of June 6 26	Week of June 13 26	Week of June 20 26	Week of June 27 26	Week of July 4 26	Week of July 11 26	Week of July 18 26
Cash Beginning Balance	384,904.21	458,345.63	326,795.63	387,145.63	358,095.63	425,632.05	263,782.05
INCOME	300,000.00	180,000.00	125,000.00	295,000.00	300,000.00	180,000.00	125,000.00
Intercompany reimbursements	0.00	0.00	0.00	0.00	15,120.00	0.00	0.00
Intercompany reimbursements- employees	0.00	5,600.00	0.00	5,600.00	24,000.00	5,600.00	0.00
Disbursements	226,558.58	317,150.00	64,650.00	329,650.00	271,583.58	347,450.00	57,650.00
Ending Cash Balance	458,345.63	326,795.63	387,145.63	358,095.63	425,632.05	263,782.05	331,132.05
Expense							
DIETARY	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
REFUNDS	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00
SUPPLIES	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
MAINTENANCE	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
UTILITIES	31,250.00	3,500.00	0.00	3,000.00	30,750.00	3,500.00	0.00
PAYROLL & BENEFITS	0.00	240,000.00	0.00	240,000.00	9,200.00	240,000.00	0.00
OFFICE & MARKETING EXPENSES	6,150.00	8,650.00	7,150.00	9,150.00	6,150.00	9,650.00	150.00
REAL ESTATE TAXES & INSURANCE	24,205.00	0.00	0.00	0.00	59,205.00	5,000.00	0.00
EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
US TRUSTEE QUARTERLY FEES	0.00	0.00	0.00	0.00	500.00	0.00	0.00
LEGAL/PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADEQUATE PROTECTION	104,578.58	0.00	0.00	0.00	104,578.58	0.00	0.00
DILWORTH PAXSON/Committee Counsel	0.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Omni	0.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00
MANAGEMENT FEE	22,375.00	0.00	0.00	0.00	0.00	22,500.00	0.00
RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	7,500.00	2,000.00	2,000.00	2,000.00	5,700.00	3,800.00	2,000.00
Total Expense	226,558.58	317,150.00	64,650.00	329,650.00	271,583.58	347,450.00	57,650.00

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Accrual Basis

Saucon Valley Manor
Profit Loss

CASH RECEIPTS & DISBURSEMENTS	13 WEEKS FORECAST		
	Week of July 25 26	TOTAL	
Cash Beginning Balance	331,132.05	331,132.05	
INCOME	295,000.00	1,800,000.00	Income 1,855,920.00
Intercompany reimbursements	0.00	15,120.00	Expenses -1,961,242.16
Intercompany reimbursements- employees	0.00	40,800.00	-105,322.16
Disbursements	346,550.00	1,961,242.16	
Ending Cash Balance	279,582.05	225,809.89	
Expense			
DIETARY	20,000.00	160,000.00	
REFUNDS	20,000.00	40,000.00	
SUPPLIES	6,000.00	48,000.00	
MAINTENANCE	4,500.00	36,000.00	
UTILITIES	3,000.00	75,000.00	
PAYROLL & BENEFITS	240,000.00	969,200.00	
OFFICE & MARKETING EXPENSES	150.00	47,200.00	
REAL ESTATE TAXES & INSURANCE	0.00	88,410.00	
EQUIPMENT	0.00	0.00	
US TRUSTEE QUARTERLY FEES	25,900.00	26,400.00	
LEGAL/PROFESSIONAL FEES	0.00	0.00	
ADEQUATE PROTECTION	0.00	209,157.16	
DILWORTH PAXSON/Committee Counsel	25,000.00	175,000.00	
Omni	0.00	15,000.00	
MANAGEMENT FEE	0.00	44,875.00	
RENT	0.00	0.00	
MISCELLANEOUS	2,000.00	27,000.00	
Total Expense	346,550.00	1,961,242.16	

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Accrual Basis

Whitehall Manor
Profit Loss

CASH RECEIPTS & DISBURSEMENTS FORECAST — 13 WEEKS	Week of June 6 26	Week of June 13 26	Week of June 20 26	Week of June 27 26	Week of July 4 26	Week of July 11 26	Week of July 18 26
Cash Beginning Balance	323,296.03	322,501.08	252,416.50	310,016.50	288,924.92	286,129.97	201,748.39
INCOME	184,500.00	120,500.00	120,500.00	209,500.00	184,500.00	120,500.00	120,500.00
Intercompany reimbursements	0.00	0.00	0.00	0.00	6,850.00	0.00	0.00
Intercompany reimbursements- employees	0.00	0.00	0.00	13,000.00	0.00	0.00	0.00
Disbursements	185,294.95	190,584.58	62,900.00	243,591.58	194,144.95	204,881.58	64,478.00
Ending Cash Balance	322,501.08	252,416.50	310,016.50	288,924.92	286,129.97	201,748.39	257,770.39
Expense							
DIETARY	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
SUPPLIES	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
REFUNDS	0.00	0.00	0.00	12,000.00	0.00	0.00	0.00
MAINTENANCE	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00	2,500.00
UTILITIES	31,800.00	0.00	2,800.00	7,000.00	26,800.00	0.00	2,800.00
PAYROLL & BENEFITS	0.00	128,006.58	0.00	128,006.58	6,400.00	128,006.58	0.00
OFFICE & MARKETING EXPENSES	5,000.00	6,578.00	8,500.00	5,000.00	5,000.00	5,000.00	10,078.00
REAL ESTATE TAXES & INSURANCE	0.00	0.00	0.00	39,170.00	0.00	0.00	0.00
EQUIPMENT	0.00	0.00	0.00	3,015.00	0.00	0.00	0.00
US TRUSTEE QUARTERLY FEES	0.00	0.00	0.00	500.00	0.00	0.00	0.00
DILWORTH PAXSON/Committee Counsel	0.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Omni	0.00	7,500.00	0.00	0.00	0.00	7,500.00	0.00
ADEQUATE PROTECTION	104,844.95	0.00	0.00	0.00	104,844.95	0.00	0.00
LEGAL/PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MANAGEMENT FEE	15,750.00	0.00	0.00	0.00	0.00	15,875.00	0.00
RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous	4,900.00	3,000.00	3,600.00	3,400.00	3,100.00	3,000.00	3,600.00
Total Expense	185,294.95	190,584.58	62,900.00	243,591.58	194,144.95	204,881.58	64,478.00

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Accrual Basis

Whitehall Manor
Profit Loss

CASH RECEIPTS & DISBURSEMENTS FORECAST	13 WEEKS	Week of July 25 26	TOTAL	
Cash Beginning Balance		257,770.39	257,770.39	
INCOME		209,500.00	1,270,000.00	1,289,850.00
Intercompany reimbursements		0.00	6,850.00	(1,358,817.22)
Intercompany reimbursements- employees		0.00	13,000.00	-68,967.22
Disbursements		212,941.58	1,358,817.22	
Ending Cash Balance		254,328.81	188,803.17	
Expense				
DIETARY		15,000.00	120,000.00	
SUPPLIES		5,500.00	44,000.00	
REFUNDS		12,000.00	24,000.00	
MAINTENANCE		2,500.00	12,500.00	
UTILITIES		0.00	71,200.00	
PAYROLL & BENEFITS		128,006.58	518,426.32	
OFFICE & MARKETING EXPENSES		5,000.00	50,156.00	
REAL ESTATE TAXES & INSURANCE		0.00	39,170.00	
EQUIPMENT		3,015.00	6,030.00	
US TRUSTEE QUARTERLY FEES		13,320.00	13,820.00	
DILWORTH PAXSON/Committee Counsel		25,000.00	175,000.00	
Omni		0.00	15,000.00	
ADEQUATE PROTECTION		0.00	209,689.90	
LEGAL/PROFESSIONAL FEES		0.00	0.00	
MANAGEMENT FEE		0.00	31,625.00	
RENT		0.00	0.00	
Miscellaneous		3,600.00	28,200.00	
Total Expense		212,941.58	1,358,817.22	