UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re:	Case No. 26-10527-tml
Sparhawk, LLC, *et al.*,[1]	Chapter 11
Debtors.	Jointly Administered

FINAL AGREED ORDER AUTHORIZING USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION

Based upon an agreement by and between the Chapter 11 Trustee (the "Trustee") for the above-captioned debtors (collectively, the "Debtors") and WoodTrust Bank ("Lender"), and upon the motion (the "Debtor's Amended Motion") filed by the Debtors prior to the Trustee's appointment, the Motion for the Entry of the Agreed Order Authorizing Use of Cash Collateral and Granting Adequate Protection on a Final Basis (the "Motion for Final Order"), and the record related to the multiple interim cash collateral orders entered in these Cases, pursuant to sections 361 and 363 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order authorizing Debtors to use Lender's cash collateral and granting adequate protection for Lender's secured claims, and granting other relief as is just, the parties stipulate and agree as follows:

[1] Jointly administered with Sparhawk Properties LLC (Case No. 26-10528-11), Sparhawk Trucking, Inc. (Case No. 26-10529-11) and Sparhawk Truck and Trailer, Inc. (Case No. 26-10530-11).

A. Sparhawk Trucking, Inc. ("Trucking"), is obligated to Lender pursuant to a Credit Agreement and underlying promissory notes in the original principal amount of $12,460,000 (the "Trucking Note"). Sparhawk Properties, LLC ("Properties") is indebted to Lender on certain promissory notes in the original principal amount of $499,000 (the "Properties Note"). As part of a Forbearance Agreement between Debtors and Lender entered as of August 10, 2025, Lender agreed to forbear from collection action for a period of time and to defer payments pursuant to the terms of that Forbearance Agreement and, in addition, Lender agreed to extend a $500,000 discretionary line of credit note to Trucking. In return, all four Debtors agreed to guarantee the obligations of Trucking and Properties to Lender and all four Debtors agreed to guarantee the obligations of Trucking and Properties to Lender, and they agreed to cross-collateralize and cross-default the then existing and future obligations of Trucking and Properties to Lender. As additional consideration for Lender's accommodations in the Forbearance Agreement, Properties gave Lender a mortgage in certain real estate.

B. As of May 22, 2026, there was due and owing to the Lender on the Trucking Note principal in the amount of $9,702,696.75, and accrued interest in the amount of $288,352.95, for a total due on that date of $9,991,049.70, together with all fees and costs available under the Trucking Note including, but not limited to, attorneys' fees and costs which are entitled to be added to the amounts due on the Trucking Note. As of May 22, 2026, there was due and owing to the Lender on the

Properties Note principal in the amount of $424,529.32, and accrued interest in the amount of $8,764.66, for a total due on that date of $433,293.98, together with all fees and costs available under the Properties Note including, but not limited to, attorneys' fees and costs which are entitled to be added to the amounts due on the Properties Note (together with the amounts due on the Trucking Note, the "Indebtedness").

C. The Indebtedness is secured by a properly perfected, valid, and enforceable security interest in all personal property of Debtors, including but not limited to, all equipment, inventory, accounts, deposit accounts, and contract rights of Debtors, and proceeds thereof owned by Debtors and related to Debtors' operations as described in the security agreements executed by the Debtors, along with real estate mortgages on nine parcels of real estate (altogether, the "Lender Collateral"), except to the extent that any such collateral may be subject to valid, properly perfected, priority liens of pre-petition secured creditors other than Lender and the Carve-Out Amount, defined below.

1. Nekoosa Port Edwards State Bank holds a properly recorded mortgage against real estate owned by Properties and located at 2321 W. Grand Avenue, Wisconsin Rapids, WI, that is senior to the mortgage of Lender on that parcel of property and otherwise, Lender holds the first position security interest on the remaining real estate owned by Debtors.

2. Nicolet National Bank holds a properly perfected security interest that is junior to that of Lender in property of Trucking including Trucking's inventory, equipment, accounts, chattel paper, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles.

3. In addition to Nicolet National Bank, five other equipment lenders hold properly perfected first position security interests in specific equipment.

D. Other than as listed herein, as part of Lender's other properly perfected, valid, and enforceable first position security interest in personal property, Lender maintains a first priority security interest in any and all accounts, deposit accounts, and contract rights of Debtors, and proceeds thereof owned by Debtors and related to Debtors' operations (the "Cash Collateral") subject only to the Carve-Out.

E. The Lender's claims constitute allowed secured claims in the Lender Collateral in amounts to be determined, and to the extent granted in this Order, allowed superpriority administrative expense claims, subject only to the Carve-Out and as otherwise expressly provided herein. Subject to Paragraph F, the Indebtedness and the Lender's liens and security interests in the Lender Collateral are not subject to avoidance or challenge under the Bankruptcy Code sections 544, 547, 547, 549, 550, 551, and 553, or applicable nonbankruptcy law, and no defenses, counterclaims,

setoff, recoupment, claims, or causes of action of any kind exist against the Lender with respect thereto. The stipulations, admissions, agreements, and releases contained in this Paragraph E and elsewhere in this Final Agreed Order (collectively, the "Stipulations") shall be binding upon the Trustee and the Debtors' estates, and upon expiration of the Challenge Period without the filing of a timely and proper Challenge, shall also be binding upon all debtors, creditors, any statutory committee, and all other parties in interest, as well as their respective successors and assigns, including any trustee or examiner.

F. Any adversary proceeding or contested matter properly commenced in this Court by a party with requisite standing that (1) seeks to object to or otherwise challenge any of the Stipulations, including the validity, enforceability, extent, priority, or perfection of the Lender's liens and security interests, or (2) asserts any claim or cause of action against the Lender, including any avoidance actions or claims under sections 544, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code, or applicable nonbankruptcy law, with respect to the Indebtedness, the Lender Collateral, or the Post-Petition Lender Lien (collectively a "Challenge") must be filed and properly served no later than the later of (a) 60 days after entry of this Order; or (b) for an official committee, 60 days after the appointment of such committee (the "Challenge Period"). The Challenge Period may be extended only (i) by written agreement of the Lender and the party seeking extension, filed with the Court, or (ii) by Court order entered before expiration of the then-applicable Challenge Period

after motion filed and served before such expiration. If a timely and proper Challenge is filed, the Stipulations shall remain binding on all parties, but shall not be binding on the party that timely and properly asserts the Challenge solely to the extent expressly stated in a final order resolving such Challenge. If no Challenge if filed within the Challenge Period (as may be extended), or if any Challenge is filed and denied by a final, non-appealable order, then (x) all of the Stipulations shall be binding on all parties in interest, including any subsequently appointed trustees or examiners, and (y) any and all claims and causes of action against the Lender relating to the Indebtedness, the Lender Collateral, or the Post-Petition Lender Lien shall be irrevocably released and barred. The Trustee shall not have standing to assert a Challenge.

G. The Court appointed Matthew Brash as the Chapter 11 Trustee (the "Trustee") for Debtors on April 27, 2026 (Doc. 150). Prior to the Trustee's appointment, the following relevant documents were filed with the Court:

1. Debtors filed their Chapter 11 Petitions for Relief on March 13, 2026 (the "Petition Date"). That same day, among other relief, the Court granted the Debtors preliminary approval to use Lender's cash collateral (Doc. 11).

2. Debtors filed the Amended Motion for Approval of Use of Cash Collateral, Approval of Debtor-In-Possession Financing and Providing Adequate Protection to Secured Creditors with an

Interest in Cash Collateral (the "Cash Collateral Motion") on March 16, 2026 (Doc. 21). Debtors served the Cash Collateral Motion on the full matrix on March 19, 2026. (Doc. 19).

3. Lender filed an Objection to Use of Cash Collateral on March 25, 2026, and served that Objection on the full matrix on March 25, 2026. (Doc. 40, 44).

4. The Court held several interim hearings on the Cash Collateral Motion and extended the Debtors' first day authority to use Cash Collateral, as limited by the various interim orders both in writing and from the bench, until 30-days after the appointment of the Trustee. Accordingly, the interim authority to use cash collateral would have expired on May 26, 2026.

H. The Trustee filed the Agreed Order Authorizing Use of Cash Collateral and Granting Adequate Protection (the "Interim Agreed Order") on May 26, 2026, after reaching an initial agreement with WoodTrust Bank (the "Bank") on the use of cash collateral and adequate protection (Doc. 190). The Court entered the Interim Agreed Order on June 1, 2026 (Doc. 197), extended the interim approval of the Interim Agreed Order to June 17, 2026 (Doc. 257), and then extended the use of cash collateral and adequate protection on a more limited and still interim basis until July 19, 2026 (Doc. 305), at a hearing on June 24, 2026.

I. The Trustee seeks Court approval, consistent with this Agreed Final Order and upon the agreement of Lender, to use Cash Collateral, which Lender consent is given.

J. This Court has jurisdiction to consider the Cash Collateral Motion and the Motion for a Final Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these Cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding, pursuant to 28 U.S.C. § 157(b).

K. This Court having determined that the relief requested in the Cash Collateral Motion and the Motion for a Final Order are in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

L. It appears that proper and adequate notice of the Cash Collateral Motion and the Motion for Final Order have been given and that no other or further notice is necessary relating to this Agreed Order.

THEREFORE, based upon the record and file here and the stipulated facts;

IT IS HEREBY ORDERED that:

1. The Cash Collateral Motion and Motion for Final Order are GRANTED, subject to the specific provisions of this Final Agreed Order.

2. Pursuant to sections 105(a), 363(b), 1107 and 1108 of the Bankruptcy Code, on a final basis,, the Trustee is authorized, but not directed, in the reasonable exercise of his business judgment, to use the Cash Collateral for the ongoing conduct of Debtors' business, provided the following provisions concerning adequate

protection of Lender is provided, and provided that the Trustee is limited by the Budget (defined below).

3. So long as the Trustee is in compliance with this Final Agreed Order, the Trustee is authorized to use Cash Collateral solely to fund the itemized expenditures (subject to permitted variances) contained in the budget, which is attached hereto as **Exhibit A** for the time period through and including August 2, 2026 (as may be extended by agreement of the Trustee and Lender, the "Budget"). As included in the Budget, Lender consents to the payment of the Trustee's professional fees from the Cash Collateral. Also as set forth in the Budget, the Trustee agrees to make payments of $200,000.00 per month to Lender as adequate protection of its collateral, with the first such payment having been due within three (3) business days of the entry of the Interim Agreed Order (Doc. 190) and with payments in the same amount being due on the 20th day of each month thereafter. For the avoidance of doubt, the Trustee shall not be authorized to use the Cash Collateral to pay any cost, fees, or expenses not set forth in the Budget. Regarding permitted variances, for each rolling four-week period set forth in the Budget, the Trustee's actual cash balance in the bank shall not decline by more than 15% from the total of the cash balance existing as of the Petition Date. For purposes of this variance test, the cash balance as of the Petition Date was $440,497.67. In addition, the parties will work in good faith to establish variance testing based on the book value of accounts receivable as of the Petition Date such that the actual book value of accounts receivable shall not decline by more than 15%

from the total of the book value of accounts receivable existing as of the Petition Date. The parties will work in good faith to establish an agreed book value of accounts receivable as of the Petition Date. Compliance with these variance tests shall be measured once every four weeks, beginning with the week ending July 3, 2026. Lender and the Trustee are authorized, in their sole discretion, to agree to increase cash disbursements and operating expenditures in the Budget, and upon written agreement by the Lender to so modify the Budget, the Trustee is authorized to use Cash Collateral in such amount without the need for any further order of the Court.

4. Unless otherwise agreed to by the Trustee and Lender, or as ordered by the Court, the Trustee's authority to use Cash Collateral as set forth herein shall terminate effective October 1, 2026 ("Termination Date"). After the Budget attached as Exhibit A, the Trustee shall propose to Lender rolling 13-week budgets no later than two weeks before the end of the then current Budget. Upon written agreement by the Lender to each Budget, each subsequent Budget will be the approved Budget for all purposes set forth in this Final Agreed Order. If Lender and the Trustee do not agree, then the budget going forward will be subject to further order of the Court.

5. Every Wednesday, beginning with May 20, 2026, the Trustee shall provide the Lender with a written accounting for (i) all Cash Collateral in his possession, custody, or control, including inventory, cash, accounts receivable, and other sources thereof as of the previous Friday; (ii) any Cash Collateral expended and the purposes for which it was expended pursuant to this Order through Friday of the

prior week; and (iii) actual operating cash collections for the prior week period. The Trustee shall track and identify the proceeds of any Cash Collateral that is created after the Petition Date that is derived from proceeds of Cash Collateral and, therefore, subject to the Post-Petition Lender Lien set forth in more detail below. The Trustee shall not (i) compromise, adjust, or modify the amount of any of the Debtors' accounts receivable (by way of discount, offset, or otherwise) other than in the ordinary course of business or (ii) sell, transfer, or convey any item of Cash Collateral outside the ordinary course of business according to ordinary business terms without either the Lender's written permission or Court approval issued after notice to the Lender and an opportunity for a hearing.

6. The Trustee shall: (a) maintain insurance of the type and nature required under the relevant loan documents, and in such amounts, with such coverages, and subject to such deductibles as are commercially reasonable and customary for similarly situated operations in the industry, and otherwise satisfactory to Lender; (b) pay all post-petition withholding, sales, fuel, and other tax obligations as they come due; (c) maintain Debtors' property in the same working condition as it was on the date the Trustee was appointed; (d) provide the Lender with inspection and appraisal rights on the Collateral at all reasonable times; and (e) maintain all of the Trustee's bank accounts at Lender.

7. Notwithstanding Section 552(a) of the Code, to protect Lender's security interest in Cash Collateral that existed on or after the Petition Date, Lender holds a

first and paramount post-petition replacement lien (the "Post-Petition Lender Lien") on the Debtors' personal property, including but not limited to, equipment, fixtures, inventory, documents, general intangibles, accounts, and contract rights, and specifically including any and all accounts, deposit accounts, and contract rights of Debtors, and proceeds thereof owned by Debtors and related to Debtors' operation, except to the extent that any such collateral may be subject to valid, properly perfected, priority liens of pre-petition secured creditors other than Lender.

8. The Post-Petition Lender Lien is perfected as of the Petition Date. Lender may, but is not required to, file a financing statement with the Wisconsin Department of Financial Institutions or take such other measures as may be necessary to perfect the Post-Petition Lender Lien. Nothing herein shall preclude a Challenge by a party-in-interest (other than the Trustee) to the existence, validity, or perfection of the Lender Lien, pursuant to paragraph F herein.

9. If no Challenge if filed within the Challenge Period (as may be extended), or if any Challenge is filed and denied by a final, non-appealable order, then (a) all of the Stipulations shall be binding on all parties in interest, including any subsequently appointed trustees or examiners, and (b) any and all claims and causes of action against the Lender relating to the Indebtedness, the Lender Collateral, or the Post-Petition Lender Lien shall be irrevocably released and barred.

10. The Carve-Out Amount means, at any time, the aggregate amount of the following expenses incurred in accordance with the Budget and unpaid at such time:

(a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest pursuant to 31 U.S.C. § 3717; (b) to the extent allowed by the Bankruptcy Court at any time all unpaid fees, disbursements, costs, and expenses incurred by professionals or professional firms retained by the Trustee; plus (c) usual and customary costs of sale of Collateral including approved commissions to brokers; plus (d) statutory trustee fees for the Trustee when allowed by the Court; plus and (e) WARN Act administrative claims, if any. Notwithstanding Lender's pre-petition and the Post-Petition Lender Lien, Lender affirmatively consents to the use of the Cash Collateral and the sale of its Collateral to pay the Carve-Out Amount (the "Carve Out").

11. The Bank will be reimbursed from the proceeds of the sale of any property of the Debtors in which it does not have a lien (the "Unencumbered Assets") but only to the extent the Carve-Out Amount and the approved fees and expenses of Kerkman & Dunn are paid from the proceeds of the sale of its Collateral.

12. As additional adequate protection the Bank will receive a super priority lien in the Unencumbered Assets, but only to the extent of the difference between the amount of cash and accounts receivable balances as measured between the Petition Date and the date at which the Court enters an order approving the sale of substantially all assets of the Debtors' estates, which would include an order approving the sale of those assets while the businesses remain operating.

13. The Trustee shall deposit all proceeds of the sale of Lender's collateral into a segregated account held by Lender (the "Segregated Account"). Without further agreement of the Trustee and Lender or order of the Court, the Trustee may use the funds in the Segregated Account, but the Trustee may only use such funds for expenses provided for in the Budget and in the amounts set forth in the Budget. Nothing in this paragraph prohibits the Trustee proposing for disbursement to Lender from the sale of its collateral through § 363 motions.

14. In addition to the other requirements set forth herein, the Trustee shall:

a. On or before August 31, 2026, file a motion to sell substantially all of Debtors' non-real estate assets, be it as an operating entity or in a liquidation; and

b. On or before September 30, 2026, obtain entry of one or more orders approving the sale of substantially all assets of the Debtors' estates.

15. Subject to the terms and conditions provided herein, Lender is not agreeing to advance new or additional funds but is only permitting Debtors to use Cash Collateral to pay the expenses as provided for in the Budget.

16. In addition to restrictions set forth herein, Cash Collateral shall not be used for payment of any prepetition indebtedness, unless (a) set forth in the Budget; or (b) approved in advance of payment by the Court, with notice to Lender prior to obtaining Court approval.

17. In addition to those events of the default set forth elsewhere in this Agreed Order, upon the occurrence of any of the following events (each of which is an "Event of Default"), the Trustee shall be in Default under this Final Agreed Order:

a. Any failure to comply with a term or requirement of this Final Agreed Order.

b. The dismissal of any of these pending bankruptcy cases, the removal or resignation of the Trustee, or the conversion of any of the cases to one under Chapter 7.

c. The timely and proper filing of a Challenge by the Debtors, U.S. Trustee, or any party in interest, whether by adversary proceeding or otherwise, of the extent, validity, or priority of Lender's liens on the Collateral described herein.

d. Cancellation or lapse of any of the Debtors' insurance policies that insure the Collateral; and

e. Debtors' failure to comply with the Budget, as provided for in this Final Agreed Order.

18. Upon the occurrence of an Event of Default by the Trustee, Lender shall file notice of such default with the Court and request a hearing on the same.

19. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Final Agreed Order.

IT IS FURTHER ORDERED that this Final Agreed Order is effective immediately.

Dated: July 17, 2026

Enter:

Hon. Thomas M. Lynch
United States Bankruptcy Judge