UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION – DETROIT

In re: LMD Holdings, LLC, *et ano.*,[1] Debtors.	Case No. 25-47214 Chapter 11 Hon. Paul R. Hage (Jointly Administered)

SECOND ORDER AMENDING FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POST-PETITION FINANCING AND (B) USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**"), dated June 1, 2026, of LMD Holdings, LLC (the "**Holdings Debtor**") and Luca Mariano Distillery, LLC (the "**Distillery Debtor**", collectively, with the Holdings Debtor, the "**Debtors**"), seeking entry of this order further amending the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing and (B) Use Cash Collateral; (II) Granting Adequate Protection; and (III) Granting Related Relief* [Docket No. 114], as amended by the *Order Amending Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing and (B) Use Cash Collateral; (II) Granting Adequate Protection; and (III) Granting Related Relief* [Docket No. 180]

[1] The Debtors in these jointly administered proceedings are LMD Holdings, LLC (Case No. 25-47214) and Luca Mariano Distillery, LLC (Case No. 25-51472).

(collectively, the "Final DIP Order")[2]; and this Court having previously entered the Final DIP Order; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; it appearing that sufficient notice of the Motion was provided [Doc. No. 202]; no objections to the relief sought in the Motion having been timely filed as evidenced by a *Certificate of No Response* [Doc. No. 206] filed by the Debtors; and this Court being otherwise advised in the premises:

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The Final DIP Order is hereby amended effective upon entry of this Order as follows:

(a) Paragraph (1) of the Final DIP Order is hereby amended and restated in its entirety as follows:

> (1) authorization for the Debtors to obtain post-petition financing to be provided by SummitBridge National Investments VIII LLC ("**SummitBridge**" or the "**DIP Lender**"), consisting of a superpriority, secured, multiple-draw term loan in an amount not to exceed the aggregate principal amount of $1,360,000.00 (the "**DIP Facility**"):
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> (i) comprised of (x) upon the entry of the Agreed Interim Order and satisfaction or waiver of the terms and conditions set forth in the

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

DIP Loan Documents (as defined herein), $450,000 of new money (the "**Interim Draw**"); (y) upon the entry of this Final Order and satisfaction or waiver of the terms and conditions set forth in the DIP Loan Documents, $450,000 of new money (the "**Final Draw**"); and (z) after entry of this Final Order and upon satisfaction or waiver of the terms and conditions set forth in the DIP Loan Documents, $460,000 of new money to be funded in two draws of $142,500 and $317,500, respectively (the "**Supplemental Draws**").

(b) The term "DIP Note" in the Final DIP Order shall be amended to mean the Amended and Restated Debtor-in-Possession Financing Note in the principal amount of $1,360,000.00 (the "Amended DIP Note").

(c) Paragraph 7(a) of the Final DIP Order is hereby amended and restated in its entirety as follows:

7. *Authorization of the DIP Facility and Conditions Precedent*.

(a) The DIP Facility is hereby approved as set forth herein. The Debtors' prior execution and delivery of, and their continued performance under, the DIP Loan Documents are hereby approved on a final basis. The Debtors are authorized and empowered on a final basis to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of the DIP Orders and the DIP Loan Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens. From and after entry of the Agreed Interim Order, the Debtors were and are hereby authorized to borrow money on a final basis up to an aggregate amount of $1,360,000.00 new money under the DIP Facility (comprised of the Interim Draw, the Final Draw and Supplemental Draw) subject to and in accordance with the terms and conditions governing the DIP Facility and the DIP Loan Documents (in each case plus interest, fees, and other expenses and amounts provided by the DIP Facility, the DIP Loan Documents, and the DIP Orders), which borrowings shall be used for all purposes permitted by the DIP Facility, the DIP Loan Documents, and the DIP Orders, including, without limitation, pursuant to the Budget, to provide for ongoing working capital for the Debtors and other operational needs and to pay fees and expenses in accordance with the DIP Orders and the DIP Loan Documents.

(d) Paragraph 30(l) and (m) of the Final DIP Order is hereby amended and restated in its entirety as follows:

> 30. *Case Milestones.* As a condition to having access to the DIP Facility and the use of Cash Collateral, the Debtors have agreed to the following milestones (collectively, the "**Milestones**"), which may only be modified by the written consent of the DIP Lender in its sole discretion:
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> (l) no later than July 15, 2026, obtain entry of an order of this Court, in form and substance acceptable to the DIP Lender and the Pre-Petition Lender, in their sole discretion, authorizing the unconditional sale of substantially all of the assets of the Debtors, including the DIP Collateral and the Pre-Petition Collateral, in an amount that infeasibly pays in full, in cash, the DIP Obligations and the Pre-Petition Secured Obligations; and
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> (m) no later than August 14, 2026, close the Sale of the assets and business operations of the Debtors pursuant to the Bidding Procedures (as such term is defined in the *First Amended Combined Plan of Liquidation and Disclosure Statement of LMD Holdings, LLC and Luca Mariano Distillery, LLC* [Docket No. 187]) and, unless otherwise agreed to by the DIP Lender and the Pre-Petition Lender, indefeasibly and finally pay the obligations under the DIP Facility and all other obligations to the DIP Lender and the Pre-Petition Lender, whether arising prior to, on, or after the respective Petition Dates, in full, in cash, at the closing of the Sale.

3. The Debtors are hereby authorized to execute and deliver the Amended DIP Note and perform all obligations thereunder.

4. The Debtors reaffirm their obligations under the Final DIP Order, as amended by this Order.

5. Except as set forth herein, the Final DIP Order remains in full force and effect.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

7. The hearing on the Motion, scheduled for June 5, 2026, is cancelled.

Signed on June 4, 2026

/s/ Paul R. Hage

Paul R. Hage
United States Bankruptcy Judge