

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

Case No. 8:24-bk-00676-RCT

THE CENTER FOR SPECIAL NEEDS
TRUST ADMINISTRATION, INC.,

Chapter 11

Debtor.

**CHAPTER 11 TRUSTEE'S AMENDED¹ EMERGENCY MOTION TO APPROVE SALE
OF REAL PROPERTY OWNED BY BROADLEAF WARNER LLC FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND RELATED RELIEF
(0000 Pumpkin Hill Road, Warner, NH 03278)**

HEARING REQUESTED PRIOR TO CLOSING ON OCTOBER 16, 2025

Michael Goldberg, the Chapter 11 Trustee ("Chapter 11 Trustee"), by and through undersigned counsel, files this emergency motion (the "Motion") requesting entry of an order, to the extent necessary, approving the sale of real property owned by Broadleaf Warner LLC, a New Hampshire limited liability company ("Broadleaf") pursuant to 11 U.S.C. §§ 105 and 363 and the Court's Order Appointing William A. Long, Jr. as Chief Restructuring Officer of Broadleaf related entities (Doc. No. 95 in Adv Case No. 8:24-ap-00139-RCT) and the June 3, 2025 Agreed Order Transferring Defendants' Stock and Limited Liability Company Membership Interests to Chapter 11 Trustee (ECF. No. 134 in Adv Case No. 8:24-ap-00139-RCT) which transferred the Broadleaf stock directly to the Trustee. The Real Estate Purchase Contract is attached hereto as **Exhibit A**, *which has an expected closing date of October 16, 2025*, hence the emergency request for a hearing.² In support of this Motion, the Chapter 11 Trustee states the following:

¹ Amending Docket No. 699 to add emergency relief and to request the shortening the notice period for a hearing to take place on October 8, 2025, when the Court's calendar allows.

² The original motion was filed on September 23, 2025 which date was 23 days before the expected closing date, hence why emergency relief or relief seeking to shorten the notice period was not originally sought.

Background

1. On February 9, 2024, The Center for Special Needs Trust Administration, Inc. (the “Center” or the “Debtor”) filed a voluntary chapter 11 petition (Doc. 1).

2. On March 8, 2024, the U.S. Trustee filed an Expedited Motion for Order Directing the United States Trustee to Appoint a Chapter 11 Trustee by Agreement of the Debtor (Doc. 88). The Court granted the U.S. Trustee’s Motion by Order dated March 11, 2024 (Doc. 93).

3. On March 21, 2024, the Court entered its Order Approving Appointment of Chapter 11 Trustee, appointing Michael Goldberg as Chapter 11 Trustee (Doc. 109).

4. The Debtor is a 501(c)(3) non-profit Florida corporation that administers pooled trusts and special needs trusts. The Debtor is the trustee or co-trustee of numerous special needs trusts, including both stand-alone trusts and pooled trusts (the “Trusts”) for approximately 2,000 beneficiaries who suffer from various levels of disability (the “Beneficiaries”). The Debtor’s primary service as trustee of the Trusts is to manage the Trusts, maintain records for assets managed by third-party investment managers, respond to request for distributions from Beneficiaries, and make distributions in a manner that still ensures that the applicable beneficiary meets the income and asset thresholds to qualify for certain public assistance benefits, such as Medicaid, Social Security, or Supplemental Security Income. The Debtor’s services help to ensure that Beneficiaries maintain their qualification for these critical public assistance benefits.

5. The Debtor was initially established by Leo Govoni, who served on the Debtor's Board of Directors until he resigned in 2008 or early to mid-2009. However, following his resignation, Govoni allegedly continued to control and exert his influence over the Debtor's operation and finances through a web of corporate entities.

6. The Chapter 11 Trustee, through its Final Judgment against Boston Finance Group, LLC (“BFG”), has established that BFG received numerous transfers of funds from the Debtor totaling well over \$100 million between 2009 and 2020. The funds utilized to make these transfers were allegedly taken from over 1,000 Trusts managed by the Debtor and the transfers were documented as a purported loan from the Debtor to BFG.

7. On April 25, 2024, the Chapter 11 Trustee filed an adversary complaint against Govoni and BFG for recovery of the “loan” which was designated Adversary Proceeding Number 8:24-ap-00139-RCT. On August 20, 2024, the Court entered an Agreed Order Granting Plaintiff’s Motion for Partial Summary Judgment and on January 17, 2025, the Court entered an Amended Final Judgment as to Counts One and Two of the Adversary Complaint (ECF No. 52) totaling \$120,324,391.07 in damages in favor of the Chapter 11 Trustee and against Govoni and BFG.

8. Until June 3, 2025, Govoni owned interests in many other companies that also allegedly received transfers from the Debtor over the years, including but not limited to Broadleaf. Broadleaf is a New Hampshire limited liability company formed in 2012.

9. Broadleaf is a Debtor/Govoni related entity to which the Trustee holds title to on behalf of the Debtor's estate.

10. BFG transferred Debtor funds to Broadleaf or paid others on behalf of Broadleaf (the “Transfers”) which funds were used by Broadleaf to purchase/maintain real property, including property located at 0000 Pumpkin Hill Road, Warner, NH 03278 (the “Real Property”), which property was purchased on May 21, 2012, is composed of 256.2 Acres of unimproved land, and which Real Property is more fully described as:

New Hampshire Merrimack County Book: 3315 Page: 1351-1360 Map 19 Lot: 24-1.

11. There are no secured claims or liens on the Real Property that the Trustee is aware of.

12. On March 19, 2025, upon the consent of Govoni, the Trustee sought and obtained an order appointing Nperspective Advisory Services, LLC and William A. Long, Jr. as Restructuring Advisor and Chief Restructuring Officer of Global Litigation Consultants, LLC, Boston Settlement Group, LLC, and Boston Asset Management, Inc in the adversary filed against Govoni and Boston Finance Group LLC (Adv. No. 74). Mr. Long's role as CRO was subsequently expanded over a host of additional entities, including of Broadleaf related entities (Adv. No. 95).

13. On June 3, 2025, upon the consent of Govoni, the Court entered the Agreed Order Transferring Defendants' Stock and Limited Liability Company Membership Interests to Chapter 11 Trustee (ECF. No. 134 in Adv Case No. 8:24-ap-00139-RCT) through which Govoni agreed to the transfer all of his interests in Broadleaf directly to the Chapter 11 Trustee.

The Proposed Sale

14. The Chapter 11 Trustee, through Mr. Long, has received an offer to purchase the Real Property for a total purchase price of \$675,000.00 from Dawn R. Quirk and Justin J. Bull (together the "Purchaser"), which offer the Chapter 11 Trustee accepted (the "Offer") and includes a \$20,000 deposit with no financing contingencies. A copy of the executed contract for sale and purchase of the Property is attached hereto as **Exhibit A**.

15. All proceeds from the proposed sale will go through the following distribution waterfall, which figures are estimates subject to slight variance between the date of this Motion and the actual closing:

Sale Price	\$ 675,000.00
Estimated Broker Fees, Closing Costs, etc.	\$ (65,000.00)
Net Sale Proceeds	\$ 610,000.00
Bankruptcy Estate Share	\$ 610,000.00

16. The Purchaser has no ownership or other interest in the Real Property or connections with Govoni or any entity owned or controlled by him which information was verified by the Trustee. Declarations of disinterestedness are attached to this Motion as **Exhibit B**.

17. Prior to accepting the Offer, Mr. Long retained real estate professionals to market and sell the Real Property whose efforts yielded the Offer, which will yield a return to this estate of approximately \$605,000.00. The Real Property was listed originally at \$520,000.00, making the expected return to the estate better from this sale better than originally anticipated.

18. The Chapter 11 Trustee believes that the acquisition of the Real Property was funded, in whole or in part, using funds that were held and/or owned by the Debtor. The Chapter 11 Trustee further asserts a constructive trust was created over the Real Property, which arose by operation of law, on the date of the acquisition of the Real Property, to the extent such Real Property was acquired with funds wrongfully obtained from the Debtor.

19. In addition, Mr. Goldberg has a judgment against the owner of the Real Property, in the amount of \$321,498.13, a true and correct copy of which is attached as **Exhibit C**. This judgment stems from the fact that Boston Finance Group maintained a loan receivable from the property owner on its books, confirming that Center funds were used to purchase and maintain the Real Property.

20. Mr. Goldberg is authorized to sell the Real Property, as he is now the majority owner of Broadleaf. Thus, the Chapter 11 Trustee requests that the Court enter an order approving the sale of the Real Property as proposed herein.

21. Mr. Long, through his joinder to this Motion below, consents to the sale.

22. The Trustee, through his ownership of all the stock/equity in Broadleaf is treating the Real Property as property of the estate. Pursuant to Section 363 of the Bankruptcy Code, to the extent applicable, provides that a chapter 11 trustee may sell property of its estate outside of the ordinary

course of its business, subject to the approval of the court after notice and a hearing. *See* 11 U.S.C. § 363(b)(1). Section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor's assets prior to confirmation of a plan. However, courts have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of a debtor or a chapter 11 trustee if one is appointed like the Trustee was appointed in this case. *See Licensing By Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 387 (2d Cir. 1997) (“A sale of a substantial part of a Chapter 11 estate may be conducted if a good business reason exists to support it.”); *Comm. of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephens Indus. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986) (“bankruptcy court can authorize a sale of all a Chapter 11 debtor's assets under [section] 363(b)(1) when a sound business purpose dictates such action.”).

23. The proposed sale of the Real Property is therefore appropriate pursuant to Section 363, to the extent applicable, as there is a sound business justification for the sale in order to avoid the administrative burden of the Real Property and in order to maximize its value *See, e.g., In re Weatherly Frozen Food Group, Inc.*, 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

24. Pursuant to Section 363(f) of the Bankruptcy Code, a debtor or chapter 11 trustee may sell property under Bankruptcy Code Section 363(b) free and clear of liens, claims and encumbrances if one of the following conditions is satisfied: (i) applicable nonbankruptcy law permits the sale of the property free and clear of such interest; (ii) the entity holding the lien, claim or encumbrance consents to the sale; (iii) the interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on the property; (iv) the interest is in bona

fide dispute; or (v) the entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of its interest. 11 U.S.C. § 363(f). Because there is no mortgage or other secured claim on the Real Property, Section 363(f) allows for the sale to be free and clear of all liens.

25. Additionally pursuant to 11 U.S.C. § 105, which authorizes the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code, the Chapter 11 Trustee requests that the Court enter an order substantially in the form attached as **Exhibit D** approving the proposed sale of the Real Property and the related relief requested herein.

26. The Chapter 11 Trustee is authorized to execute the transfer and conveyance documents and any other required documentation to complete the sale.

Other Offer Received After Trustee Accepted Purchaser's Offer

27. At the time the Trustee accepted the Offer, it was the highest and best the Trustee had received. The Trustee originally received an offer at \$620,000 from another interested buyer, to which offer the Trustee countered. The Trustee's counter was not accepted, but the offeror responded with another counter at the same price. In the interim, the Trustee received the Purchaser's \$675,000 offer, which was accompanied by declarations of disinterestedness from the Purchaser. So, the Trustee accepted the highest and best Offer on the table, at \$675,000 from the Purchaser.

28. After the Trustee accepted the Purchaser's Offer, however, the Trustee received an offer from the original offeror (the one who had offered \$620,000). This time, he was offering \$750,000, but it did not come until the Real Property was already under contract at \$675,000. The contract for the sale of the Real Property is subject to Court approval and the original interested buyer who made the \$750,000 offer will be notified of the sale hearing emanating from this Motion.

Shortening Notice of the Sale Hearing

29. Pursuant to Bankruptcy Rule 2002(a), the Chapter 11 Trustee is required to provide creditors with 21 days' notice of the hearing on this Motion. Given the expected closing date of October 16, 2025, the Chapter 11 Trustee seeks relief to shorten the notice requirement pursuant to Rule 2002.

30. The Chapter 11 Trustee has served, or will serve, this Motion, and any resulting notice of hearing on: (a) the Office of the United States Trustee; (b) each of the creditors listed on the schedules filed by the Debtor with the Court and any creditor which has filed a proof of claim and any other known creditors and interest holders of the Debtor; (c) all parties known that might be asserting a lien on the Debtor's assets; (d) all applicable federal, state and local taxing and regulatory authorities; and (e) any party that has filed a notice of appearance with the Court in the Debtor's case requesting notice pursuant to Bankruptcy Rule 2002.

31. The Chapter 11 Trustee submits that the methods of notice described in this Motion comply fully with Bankruptcy Rule 2002 in terms of the form of notice required.

Waiver of Rule 6004(h) is Warranted

32. To the extent applicable, since this is not a sale pursuant to section 363 of the Bankruptcy Code, pursuant to Rule 6004(h) all orders authorizing the sale of property are automatically stayed for 14 days after entry of the order, unless the court orders otherwise. Fed. R. Bankr. P. 6004(h). The purpose of Bankruptcy Rules 6004(h) is to provide sufficient time for an objecting party to appeal before the order is implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h).

33. Although Bankruptcy Rule 6004 and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day stay period, a leading

treatise suggests that the 14-day stay period should be eliminated to allow a sale or other transaction to close immediately if there is a showing of a sufficient need to close the sale within the 14-day period. 10 Collier on Bankruptcy §§ 6006.11 and 6006.04 (20th ed. 2020).

34. It is critical that the Chapter 11 Trustee, through the CRO, close the sale of the Real Property as soon as possible in order to maximize its value and reduce its administrative burden. All parties in interest to the Real Property consent to the relief requested herein.

35. Accordingly, the Chapter 11 Trustee hereby requests that the Court waive the 14-day stay periods under Bankruptcy Rule 6004(h) to the extent applicable

WHEREFORE, Michael Goldberg, Chapter 11 Trustee, respectfully requests that the Court approve the sale of the Real Property free and clear of all liens as proposed herein pursuant to Mr. Long's role as CRO of Broadleaf's parent entities and the estate's ownership of the Broadleaf stock/interests and for such other relief as the Court deems just.

Dated: September 30, 2025

Respectfully submitted,

AKERMAN LLP

By: /s/ Steven R. Wirth

Steven R. Wirth

Florida Bar No.: 170380

Email: steven.wirth@akerman.com

Raye C. Elliott

Florida Bar No.: 18732

Email: raye.elliott@akerman.com

401 East Jackson Street, Suite 1700

Tampa, Florida 33602

Telephone: (813) 223-7333

Facsimile: (813) 223-2837

*Counsel for Chapter 11 Trustee, Michael
Goldberg*

CERTIFICATE OF CONFERRAL

I HEREBY CERTIFY that William A. Long, Jr. (as CRO) and Purchaser have reviewed and agreed to this motion.

/s/Steven R. Wirth _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 30 2025, I filed a true and correct copy of the foregoing with the United States Bankruptcy Court for the Middle District of Florida using the Court's CM/ECF system, which will serve copies on all counsel of record. Additionally, Epiq Corporate Restructuring, LLC will cause a true and correct copy of the foregoing document to be served on the Local Rule 1007-2 Parties in Interest List and will file a certificate or affidavit of service with the Court. And, finally, the \$750,000 offeror will also receive a copy of this motion.

/s/Steven R. Wirth _____
Steven R. Wirth

EXHIBIT A

New Hampshire Association of REALTORS® Standard Form



(“EFFECTIVE DATE”)
EFFECTIVE DATE is defined in Section 23 of this Agreement.

1. THIS AGREEMENT made this the 18th day of September, 2025 between Broadleaf Warner LLC

(“SELLER”) of 4912 Creekside Drive, City/Town Clearwater, State FL, Zip 33760 and Dawn R. Quirk and Justin J. Bull

(“BUYER”) of 676 & 576 Pumpkin Hill Road, City/Town Warner, State NH, Zip 03278

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Warner located at 0 Pumpkin Hill Rd NH, 03278

County NH-Merrimack Book 3315 Page 1351-1360 Date 05/21/2012 (“PROPERTY”).

3. The SELLING PRICE is six hundred seventy-five thousand Dollars \$675,000.00. A DEPOSIT in the form of Badger Peabody & Smith Realty (“ESCROW AGENT”). BUYER will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$20,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$na will be delivered on or before na. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$655,000.00.

4. DEED: Marketable title shall be conveyed by a quit claim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before 10/16/2025 at TBD or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in “broom clean” condition. Exceptions: na

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within na hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: Keegan Rice of Badger Peabody & Smith Realty is a seller agent buyer agent facilitator disclosed dual agent*

Rachel de Thomas of Coldwell Banker Lifestyles is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$na.

SELLER(S) INITIALS BUYER(S) INITIALS



9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

NH State Transfer Tax to be split evenly as is customary.

11. PROPERTY INCLUDED: All Fixtures na

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

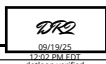

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required YES NO



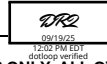

PFAS: Poly - and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

13. Waterfront Property. Buyers of Waterfront Property may be required to obtain a septic evaluation prior to closing. Buyers should perform due diligence on this issue.

14. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES
BY INITIALING HERE:  

15. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

SELLER(S) INITIALS  /  BUYER(S) INITIALS  / 

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and others.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

- 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING

HERE:

Handwritten initials and dates for both parties, with dotloop verification marks.

16. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

Table with 4 columns: Item, YES, NO, YES, NO. Items include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356- B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, and Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 21 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

17. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

SELLER(S) INITIALS [] []

BUYER(S) INITIALS [] []

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



18. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

CASH

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency. BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within NA calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by NA ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

SELLER(S) INITIALS

BUYER(S) INITIALS /

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

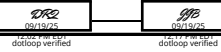


If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller Buyer



20. ADDITIONAL PROVISIONS:

This agreement is subject to bankruptcy court approval and cannot close until such an order is entered.

CONCESSIONS:

PROFESSIONAL FEE:

21. ADDENDA ATTACHED: Yes No

SELLER(S) INITIALS

BUYER(S) INITIALS

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



22. CHOICE OF LAW AND VENUE: The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

23. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Dawn R. Quirk
BUYER DATE/TIME
dotloop verified
09/19/25 12:02 PM EDT
SITJ-G2L1-96TV-QRFL

Justin J. Bull
BUYER DATE/TIME
dotloop verified
09/19/25 12:17 PM EDT
IPYL-WYRR-IEGB-LQAK

676 Pumpkin Hill Road
MAILING ADDRESS

576 Pumpkin Hill Road
MAILING ADDRESS

Warner, NH 03278
CITY STATE ZIP

Warner, NH 03278
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER DATE/TIME

SELLER DATE/TIME

4912 Creekside Drive
MAILING ADDRESS

MAILING ADDRESS

Clearwater, FL
CITY STATE ZIP

CITY STATE ZIP

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

Case No. 8:24-bk-00676-RCT

THE CENTER FOR SPECIAL NEEDS
TRUST ADMINISTRATION, INC.,

Chapter 11

Debtor.

_____ /

DECLARATION OF DISINTERESTEDNESS

I, Dawn R. Quirk being over 18 and having the capacity to make this declaration, do declare that the following is true to the best of my knowledge, information and belief:

1. My address is 676 Pumpkin Hill Road, Warner, NH 03278.

2. Justin J. Bull and I offered to purchase real property located at 0 Pumpkin Hill Rd. (the "Real Property") from Broadleaf Warner, LLC for a total purchase price of \$675,000. This offer was made after arms-length negotiations between the parties' representatives.

3. I have no connections to Leo J. Govoni or any entity owned or controlled by him. More specifically, I am not related to Leo J. Govoni by blood or marriage; I never worked for any entity owned or controlled by him; I have never done business with and have never owed any money to him or any entity owned or controlled by him; I am not buying the Real Property as a straw purchase for anyone related to him by blood or marriage; and I will not accept money from or assign the Real Property to anyone related to him by blood or marriage.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 09/19/2025.

Dawn R. Quirk
dotloop verified
09/19/25 11:16 AM EDT
NSWJ-OQAB-B5U3-GCEN

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Case No. 8:24-bk-00676-RCT

THE CENTER FOR SPECIAL NEEDS
TRUST ADMINISTRATION, INC.,

Chapter 11

Debtor.

_____ /

DECLARATION OF DISINTERESTEDNESS

I, Justin J. Bull being over 18 and having the capacity to make this declaration, do declare that the following is true to the best of my knowledge, information and belief:

1. My address is 576 Pumpkin Hill Road, Warner, NH 03278

2. Dawn R. Quirk and I offered to purchase real property located at 0 Pumpkin Hill Rd. (the "Real Property") from Broadleaf Warner, LLC for a total purchase price of \$675,000. This offer was made after arms-length negotiations between the parties' representatives.

3. I have no connections to Leo J. Govoni or any entity owned or controlled by him. More specifically, I am not related to Leo J. Govoni by blood or marriage; I never worked for any entity owned or controlled by him; I have never done business with and have never owed any money to him or any entity owned or controlled by him; I am not buying the Real Property as a straw purchase for anyone related to him by blood or marriage; and I will not accept money from or assign the Real Property to anyone related to him by blood or marriage.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 09/19/2025.

Justin J. Bull
dotloop verified
09/19/25 11:45 AM EDT
V19S-UON8-WUF3-QPKV

EXHIBIT C

I#: 2025162289 BK: 23186 PG: 2377, 06/06/2025 at 09:36 AM, RECORDING 2
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDU08

IN THE CIRCUIT COURT, SIXTH JUDICIAL
CIRCUIT, IN AND FOR PINELLAS COUNTY,
FLORIDA

CASE NO.: 25-000273-CI

DIVISION: *20*

MICHAEL GOLDBERG, as Chapter 11 Trustee
of the estate of Debtor, The Center for
Special Needs Trust Administration, Inc.,

Plaintiff / Judgment Creditor,

vs.

BOSTON FINANCE GROUP, LLC, a Florida limited
liability company and LEO J. GOVONI, an individual,

Defendants / Judgment Debtors

FINAL JUDGMENT IN PROCEEDINGS SUPPLEMENTARY
AGAINST BROADLEAF WARNER LLC

THIS CAUSE came before the Court on May 20, 2025, at 11:00 a.m., in connection with the Proceedings Supplementary instituted by Plaintiff, Michael Goldberg, as Chapter 11 Trustee ("Chapter 11 Trustee" or "Plaintiff") of the estate of The Center for Special Needs Trust Administration, Inc., this Court's Order Commencing Proceedings Supplementary entered on March 24, 2025, and this Court's March 24, 2025 Notice to Appear directed to BROADLEAF WARNER LLC. The Court, having reviewed the file, having heard argument of counsel for Plaintiff, having found BROADLEAF WARNER LLC failed to appear, and the Court otherwise being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff, Michael Goldberg, as Chapter 11 Trustee, whose address is c/o John L. Dicks II, Esq., Akerman LLP, 401 East Jackson Street, Suite 1700, Tampa, FL 33602, shall

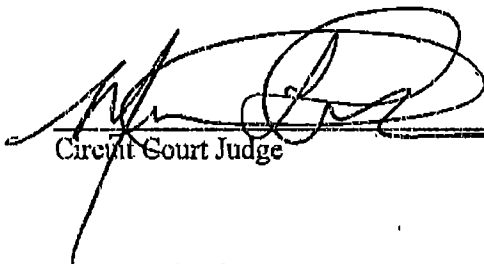
PINELLAS COUNTY FL OFF. REC. BK 23186 PG 2378

recover from BROADLEAF WARNER LLC, whose last known address is c/o its registered agent, Mark Govoni, 15 East Main Street #2, Warner, NH, 03278 - 0327, USA, the sum of \$321,498.13, that shall bear interest at the rate of 9.15% a year, **FOR WHICH LET EXECUTION ISSUE.**

2. BROADLEAF WARNER LLC shall complete under oath a Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), a copy of which will be provided by Plaintiff's counsel upon request, including all required attachments, and shall serve the Form 1.977 upon Plaintiff's attorneys within forty-five (45) days from the date of this Judgment, unless the Judgment is satisfied or post-judgment discovery is stayed.

3. The Court further retains jurisdiction to enter further orders and writs that are necessary or proper, including, without limitation, writs of execution.

DONE AND ORDERED in Pinellas County, Florida, on May 24, 2025.


Circuit Court Judge

Copies to:

John L. Dicks II, Esq.
Akerman LLP
401 East Jackson Street, Suite 1700
Tampa, FL 33602

Broadleaf Warner LLC
c/o its Registered Agent,
Mark Govoni
15 East Main Street #2
Warner, NH, 03278 - 0327, USA



STATE OF FLORIDA PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court this 24th day of June, 2025

KEN BURKE
Clerk of Circuit Court

By Janice DeWeese
Deputy Clerk

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Case No. 8:24-bk-00676-RCT

THE CENTER FOR SPECIAL NEEDS
TRUST ADMINISTRATION, INC.,

Chapter 11

Debtor.

_____ /

**ORDER GRANTING CHAPTER 11 TRUSTEE'S
AMENDED EMERGENCY MOTION TO APPROVE SALE OF REAL
PROPERTY OWNED BY BROADLEAF WARNER LLC FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND RELATED RELIEF
(0000 Pumpkin Hill Road, Warner, NH 03278)**

The Court held a hearing on _____ on the Chapter 11 Trustee's Amended Emergency Motion to Approve Sale of Real Estate Property Owned by Broadleaf Warner LLC Free and Clear of All Liens, Claims, and Encumbrances, and Related Relief (ECF No.) (the "Motion"). Having reviewed the Motion, the entire record in this Bankruptcy Case, having heard the argument of counsel and being otherwise fully advised in the premises, for the reasons stated on the record the Court **FINDS and CONCLUDES** as follows:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law.³

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The predicates for the relief sought in the Motion are 11 U.S.C. §§ 105 and 363 and Federal Rules of Bankruptcy Procedure 6004.

D. Notwithstanding that the notice period pursuant to Rule 2002 was shortened, based on the circumstances of the proposed sale, due and adequate notice of the Motion and of the relief requested therein has been given in accordance with the provisions of 11 U.S.C. §§ 102(1) and 363, and Federal Rule of Bankruptcy Procedure 2002 and 6004. No other or further notice of the Motion is or shall be required. Such notice is evidenced in the certificate of service attached to the Motion.

E. The Proposed Sale of real property located at 0000 Pumpkin Hill Road, Warner, NH 03278, between the Trustee and, Dawn R. Quirk and Justin J. Bull (together the "Purchaser") (the "Purchaser") for a total purchase price of \$675,000.00(the "Purchase Price") was the result of arm's-length, good-faith negotiations.

F. The Trustee and the Purchaser are proceeding in good faith.

G. The Purchaser is unrelated to the Trustee, the Debtor, or Leo Govoni.

H. The Purchase Price is fair and reasonable.

I. A sale pursuant to 11 U.S.C. § 363(b) and (f) is the only current viable alternative for preserving and capturing the value of the Real Property for the benefit of the Debtor's estate.

³ To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

ORDERED and ADJUDGED as follows:

1. The Motion is granted.
2. The notice period pursuant to Bankruptcy Rule 2002 is shortened based on the emergency relief requested in the Motion.
3. The Chapter 11 Trustee, through Nperspective Advisory Services, LLC and William A. Long, Jr., the Court appointed Chief Restructuring Officer of Broadleaf Properties LLC and Broadleaf Property Management LLC, the parents to Broadleaf Warner LLC, is authorized to sell real property located at 0000 Pumpkin Hill Road, Warner, NH 03278 (the "Real Property") more fully described as:

New Hampshire Merrimack County Book: 3315 Page: 1351. Map 19 Lot: 24-1.

4. Moreover, the Chapter 11 Trustee has authority to sell the Real Property because he is now the sole member of Broadleaf Warner LLC.
5. William A. Long, Jr., pursuant to this role as Chief Restructuring Officer of Broadleaf Warner LLC's parent companies, is allowed to execute sale documents and any other required documentation in order to complete the sale of the Real Property.
6. The Proposed Sale of the Real Property is approved.
7. The provisions of this Order shall be binding upon and inure to the benefit of the Purchaser and the Trustee and their respective successors and assigns. No third parties are intended to be or shall be deemed to be third party beneficiaries of this Order.
8. The Proposed Sale of the Real Property is undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale and any transactions related to the sale shall not affect the validity of the sale of the Real Property to the Purchaser or its assigns,

unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Real Property and is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

9. Pursuant Section 363(f) of the Bankruptcy Code, the Proposed Sale of the Real Property to the Purchaser is free and clear of all liens (as that term is defined in section 101(37) of the Bankruptcy Code), claims (as that term is defined in section 101(5) of the Bankruptcy Code), interests or encumbrances of any kind or nature whatsoever, that existed as of the date of this Order.

10. The Court expressly waives the stay requirement enumerated in Federal Rule of Bankruptcy Procedure 6004, to the extent applicable, such that entry of this Order shall not be subject to an automatic fourteen (14) day stay and such that this Order is effective immediately.

11. The Court retains jurisdiction to enter further orders that are proper and to enforce this Order.

Steven R. Wirth, Esq. is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this order.