

**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 MOTION TO APPROVE SALE OF ESTATE'S
MEMBERSHIP INTEREST IN 3 DAUGHTERS BREWING, LLC FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND RELATED RELIEF**

Michael Goldberg, the Chapter 11 Trustee (“Chapter 11 Trustee”), by and through undersigned counsel, files this motion (the “Motion”) requesting entry of an order, to the extent necessary, approving the sale of the estate's Founding Member Unit (the "Founding Unit") in 3 Daughters Brewing, LLC ("3DB"), which Unit in turn is owned by Seaboard Craft Beer Holdings LLC ("Seaboard"), and consists of a capital percentage ownership in 3DB¹ of 2.65%, pursuant to 11 U.S.C. §§ 105 and 363, the Court's Order Appointing William A. Long, Jr. as Chief Restructuring Officer of Seaboard (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 ownership of the 3DB Founding Member Unit, and ownership of Seaboard, directly to the Trustee. In support of this Motion, the Chapter 11 Trustee states the following:

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).

¹ 3DB is also the buyer of the proposed Purchaser of the Founding Unit.

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 Seaboard, who, upon information and belief, purchased the Founding Unit using funds which originated from the Debtor.

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

10. The Trustee also holds an unsatisfied judgment against Seaboard, the seller in the proposed transaction, in the amount of \$1,342,767.41, exclusive of interest, a true and correct copy of which is recorded in the Official Records of Pinellas County, Florida at Book 23204, Page 1392. The only secured claim against Seaboard, and in turn the Founding Unit, belongs to the Debtor's estate.

11. 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 Seaboard and related entities (Adv. No. 95).

12. 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 Seaboard and the Founding Unit directly to the Chapter 11 Trustee.

The Proposed Sale

13. The Chapter 11 Trustee, through Mr. Long, has received an offer to purchase the Founding Unit currently held by Seaboard for a total purchase price of \$84,867.51 from 3DB, as the purchaser, which offer the Chapter 11 Trustee accepted (the "Offer"). A copy of the proposed Membership Interest Purchase Agreement for the sale of the Founding Unit is attached hereto as **Exhibit A**. The amount of the Offer was determined by the formula set forth in the Amended Operating Agreement of 3DB.

14. The Offer / Purchase Price is the result of a formula set forth in 3DB's amended operating agreement, at Sections 8.3 and 8.4, as well as arms-length negotiation.

15. All proceeds from the proposed sale will go to the Debtor's estate as there are no closing costs contemplated other than seeking Court approval.

16. Notwithstanding that 3DB sold the Founding Unit to Seaboard/Govoni prepetition, based on the Trustee's due diligence, the Trustee does not believe that either 3DB nor its other members/employees had anything to do with the Debtor or what took place there. 3DB wants to purchase the Founding Unit to sever all connections to Govoni.

17. The Founding was acquired in or around 2013, for \$50,000. The Chapter 11 Trustee believes that the acquisition of the Founding Unit 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 Founding Unit, which arose by operation of law, on the date of the acquisition of the Founding Unit, to the extent the Founding Unit was acquired with funds wrongfully obtained from the Debtor.

18. Mr. Goldberg is authorized to sell the Founding Unit, as he is now the sole and majority owner of Seaboard, who in turn owns the Founding Unit. Thus, the Chapter 11 Trustee requests that the Court enter an order approving the sale of the Founding Unit as proposed herein.

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

20. The Trustee, through his ownership of all the stock/equity in Seaboard is treating the Founding Unit 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.").

21. The proposed sale of the Founding Unit is therefore appropriate pursuant to Section 363, to the extent applicable, as there is a sound business justification for the sale since the Founding Unit has no value to anyone other than to 3DB and/or its other members. *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).

22. 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 Founding Unit, other than the estate's interest, Section 363(f) allows for the sale to be free and clear of all liens, claims, interests or encumbrances.

23. 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 B** approving the proposed sale of the Founding Unit and the related relief requested herein.

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

Waiver of Rule 6004(h) is Warranted

25. 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).

26. 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).

27. It is critical that the Chapter 11 Trustee, through the CRO, close the sale of the Founding Unit as soon as possible in order to maximize its value to the estate, and which Unit has a very limited market. All parties in interest to the consent to the relief requested herein.

28. 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 Founding Unit free and clear of all liens as proposed herein pursuant to Mr. Long's role as CRO of Seaboard and the estate's ownership of the 3DB Founding Unit and for such other relief as the Court deems just.

Dated: October 6, 2025

Respectfully submitted,

AKERMAN LLP

By: /s/ Steven R. Wirth

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*Counsel for Chapter 11 Trustee, Michael
Goldberg*

CERTIFICATE OF CONFERRAL

I HEREBY CERTIFY that William A. Long, Jr. (as CRO) and 3DB have reviewed and agreed to this motion.

/s/Steven R. Wirth

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 6, 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.

/s/Steven R. Wirth

Steven R. Wirth

EXHIBIT A

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, 2025, by and between Seaboard Craft Beer Holdings LLC, a Florida limited liability company (“Seller”) and 3 Daughters Brewing, LLC, a Florida limited liability company (“Buyer” or the “Company”).

W I T N E S S E T H:

WHEREAS, the Company is a limited liability company formed under the laws of the State of Florida;

WHEREAS, immediately prior to consummation of the transactions set forth herein, the Seller owned 1 Founding Member Unit in the Company (consisting of a capital percentage of 2.65%); and

WHEREAS, Michael Goldberg, as Chapter 11 Trustee of the Bankruptcy Estate of The Center for Special Needs Trust Administration, Inc. holds an unsatisfied judgment against Seller in the amount of \$1,342,767.41, exclusive of interest, a true and correct copy of which is recorded in the Official Records of Pinellas County, Florida at Book 23204, Page 1392;

WHEREAS, Mr. Goldberg owns all equity of Seller ever owned by Leo J. Govoni, Boston Finance Group, LLC, or any other entity owned or controlled by Mr. Govoni, pursuant to that certain Bankruptcy Court order dated June 3, 2025, *see* Case No. 8:24-ap-00139-RCT, Doc. No. 134;

WHEREAS, Bill Long has been appointed Chief Restructuring Officer of the Seller, *see* Case No. 8:24-ap-00139-RCT, Doc. No. 95; and he has consented to this transaction;

WHEREAS, Seller desires to sell, and Buyer desires to buy, all of Seller’s outstanding membership interests of the Company, which constitutes 1 Founding Member Unit (as defined in the Company Operating Agreement) (collectively, the “Interest”), pursuant to the terms and conditions set forth herein; and

WHEREAS, simultaneously with the sale of the Interest hereunder, the Seller shall no longer be a Member in the Company.

NOW THEREFORE, in consideration of the promises mutually exchanged in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and hereby incorporated into this Agreement by this reference.
2. **Sale of Membership Interests.** In exchange for the Purchase Price (as defined below), Seller hereby sells, transfers, assigns, and delivers to Buyer and Buyer does hereby purchase and acquire from Seller, the Interest, free and clear of any and all liens, claims, or encumbrances of any

kind whatsoever. As of the Closing Date, the Interest shall be deemed sold to Buyer.

3. **Purchase Price.** At Closing, Buyer shall pay to Seller the sum of Eighty-Four Thousand Eight Hundred Sixty-Seven and 51/100 Dollars (\$84,867.51) for the Interest (the “Purchase Price”) via wire transfer.

4. **Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “Closing Date”) in an in-person meeting at a mutually agreed upon time between the parties. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 11:59 a.m. on the Closing Date.

5. **Closing Deliveries.** At the Closing, Seller and Buyer shall deliver or cause to be delivered to the other, as applicable, the following:

a. Seller shall execute and deliver an assignment of the Interest in the form of **Exhibit “A”**, which exhibit is attached hereto and made a part hereof by this reference;

b. Buyer shall make payment of the Purchase Price to Seller via wire transfer;

c. Each of Buyer and Seller shall execute and deliver such other additional documents as may be reasonably requested by the other consistent with the transactions contemplated by this Agreement.

6. **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made between the parties.

7. **Tax.** Pursuant to IRC §706, the parties shall allocate the profits and losses of the Company based on the interim closing method.

8. **Representations and Warranties Of Seller.** Seller represents and warrants to Buyer that it has the full right, power, and authority to enter in this Agreement and all other documents and agreements related to the transactions contemplated hereby.

9. **Representations and Warranties of Buyer and Company.** Buyer hereby represents and warrants to Seller as follows:

a. **Authority.** Buyer has the full right, power, and authority to enter in this Agreement and all other documents and agreements related to the transactions contemplated hereby.

b. **No Conflicts.** Neither the execution, nor the carrying out of the terms of this Agreement will constitute a breach or default of any agreement, indenture, trust, will or other obligation to which the Buyer is a party or otherwise bound.

c. Fair Market Value. Neither the Company nor any member or manager of the Company has made any representations or warranties to the Buyer concerning the financial condition of the Company or the fair market value of the Units being sold.

10. **Survival of Representations and Warranties**. The representations, warranties, covenants, and agreements of the Seller and the Buyer set forth in this Agreement shall survive the Closing.

11. **Mutual Releases**.

a. Seller Release. As consideration for the execution of this Agreement and the purchase of the Interest, Seller hereby remises, releases, acquits, satisfies and forever discharges the Buyer and the Company, their respective officers, directors, members, employees and agents (collectively the "Buyer Group"), of and from all manner of action, actions, cause and causes of action, suits, debts, accounts, contracts, controversies, damages, claims and demands whatsoever, in law or equity, which the Seller ever had, now has, or hereafter can, shall or may have, against the Buyer, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date hereof, including but not limited to, any action, actions, cause and causes of action, suits, debts, accounts, contracts, controversies, damages, claims and demands arising from the existence of any agreement between the Seller and the Buyer Group, or as it relates to the ownership of the Interest. However, nothing herein shall act as a release of the Buyer Group from any obligations related to and or outlined in this Agreement or any related transfer documents.

b. Buyer Release. As consideration for the execution of this Agreement and the purchase of the Interest, the Buyer Group does hereby remise, release, acquit, satisfy and forever discharge the Seller and their agents, of and from all manner of action, actions, cause and causes of action, suits, debts, accounts, contracts, controversies, damages, claims and demands whatsoever, in law or equity, which the Buyer Group ever had, now has, or hereafter can, shall or may have, against the Seller, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date hereof, including but not limited to, any action, actions, cause and causes of action, suits, debts, accounts, contracts, controversies, damages, claims and demands arising from the existence of any agreement between the Buyer Group and the Seller or as it relates to the ownership of the Interest. However, nothing herein shall act as a release of the Seller from any obligations related to and or outlined in this Agreement, any related transfer documents, or any tax liabilities.

12. **Notices**. All notices and communications hereunder shall be in writing and shall be deemed given upon receipt, when delivered personally or mailed by certified mail, return receipt requested, or by registered public courier, to each party at the following address or at such other address for a party as shall be specified by like notice:

Seller: Seaboard Craft Beer Holdings LLC

Buyer: 3 Daughters Brewing, LLC
Attention: Michael Harting

222 22nd St South
Building #1
St. Petersburg, FL 33712

With a copy to: Johnson, Pope, Bokor, Ruppel & Burns, LLP
Attention: Grant C. Sittig
400 N. Ashley Drive
Tampa, Florida 33602

13. **Governing Law; Venue.** This Agreement shall be governed in its enforcement, construction, and interpretation by the laws of the State of Florida without effect to its conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction in the courts located in Pinellas County, State of Florida, in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees, on behalf of himself or itself, and on behalf of such party's successor's and assigns, that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection such person may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

14. **Invalidity of Provisions.** The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of the Agreement.

15. **Attorneys' Fees and Costs.** In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

16. **Good Faith Efforts.** Seller and Buyer each covenant to use their best efforts both before and after Closing in good faith to comply with the provisions of this Agreement.

17. **Assignment.** No party shall assign his or its rights or delegate any of his or its obligations under this Agreement without the prior written consent of all of the other parties hereto, and any attempted assignment or delegation without consent will be null and void and ineffective.

18. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may not be amended or modified except in a writing signed by all parties. All prior understandings and agreements between the parties regarding the sale of the Interest are merged in this Agreement, which alone fully and completely expresses their understanding.

20. **Successors.** This Agreement shall be binding on and inure to the benefit of the parties and

their respective successors, assigns, and personal representatives.

21. **Construction.** This Agreement shall not be construed against either party regardless of who is responsible for its drafting.

22. **Counterparts/Electronic Copies.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or other electronically transmitted copy of this Agreement shall be deemed an original for all purposes, including enforcement thereof.

23. **Non-Disclosure.** The parties agree not to divulge or disclose to anyone, for any purpose whatsoever, the information obtained concerning the Company, Buyer, or Seller, or the terms and conditions of this Agreement except their professional advisors who are held to a duty of confidentiality within their profession, including attorneys, accountants, and other financial or legal advisors, for the purpose of seeking such professional advice.

24. **Representation.** Seller acknowledges that the Company's counsel, Johnson, Pope, Bokor, Ruppel & Burns, LLP, prepared this Agreement on behalf of and in the course of its representation of the Company, and that Seller has been advised that a conflict may exist between their interests and Company's interest, and have been advised by to seek the advice of independent counsel. Seller further acknowledges that in the event of any future dispute or litigation between or among the Seller and/or Company, such counsel may continue to represent the Company, in its sole discretion, and/or their affiliates. The parties hereby acknowledge and agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event any ambiguity should be realized on the construction or interpretation of this Agreement, such ambiguities shall not be construed against the other parties solely on account of authorship.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

SELLER:

Seaboard Craft Beer Holdings LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

BUYER:

3 Daughters Brewing, LLC

By: LMMML, LLC, Manager

By: _____
Michael Harting, Manager

For the limited purposes described in Section 12 and waiving its rights under Article VIII of the Company's Operating Agreement solely for the transaction contemplated herein.

3 Daughters Brewing, LLC

By: LMMML, LLC, Manager

By: _____
Michael Harting, Manager

EXHIBIT “A”

Assignment of Membership Interest

See attached

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.

_____ /

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION TO APPROVE SALE OF
ESTATE’S MEMBERSHIP INTEREST IN 3 DAUGHTERS BREWING, LLC FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND RELATED RELIEF**

The Court held a hearing on _____ on the Chapter 11 Trustee's Motion to Approve Sale of the Estate's Membership Interest in 3 Daughters Brewing, 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.²

² To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

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. 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 the estate's interest in the Founding Member Unit (the "Founding Unit") in 3 Daughters Brewing, LLC ("3DB" or "Purchaser"), which Unit in turn is owned by Seaboard Craft Beer Holdings LLC ("Seaboard"), and consists of a capital percentage ownership in 3DB of 2.65%, for a purchase price of \$84,867.51 (the "Purchase Price") was the result of arm's-length, good-faith negotiations, and determined by the formula set forth in the Amended Operating Agreement of 3DB.

F. The Trustee and the Purchaser, 3DB, are proceeding in good faith.

G. The Purchase Price is fair and reasonable.

H. 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 Founding Unit for the benefit of the Debtor's estate.

ORDERED and ADJUDGED as follows:

1. The Motion is granted.

2. The Chapter 11 Trustee, through Nperspective Advisory Services, LLC and William A. Long, Jr., the Court appointed Chief Restructuring Officer of Seaboard, is authorized to sell the Founding Unit.

3. Moreover, the Chapter 11 Trustee has authority to sell the Founding Unit because he is now the sole member of Seaboard.

4. William A. Long, Jr., pursuant to this role as Chief Restructuring Officer of Seaboard, is allowed to execute sale documents and any other required documentation in order to complete the sale of the Founding Unit.

5. The Proposed Sale of the Founding Unit is approved.

6. 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.

7. The Proposed Sale of the Founding Unit is undertaken by the Purchaser, 3DB, 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 Founding Unit 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 Founding Unit and is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

8. Pursuant Section 363(f) of the Bankruptcy Code, the Proposed Sale of the Founding Unit 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.

9. 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.

10. 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.