

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

In re:

GREENFIELD SILVER, INC.  
f/k/a LUNT SILVERSMITHS, INC.

DEBTOR

Chapter 11  
Case No. 09-32228-HJB

FIRST INTERIM APPLICATION OF SHATZ, SCHWARTZ AND FENTIN, P.C. AS  
COUNSEL TO THE DEBTOR-IN-POSSESSION FOR COMPENSATION AND  
REIMBURSEMENT OF EXPENSES

Request for Limited Notice

Now comes Shatz, Schwartz and Fentin, P.C. (the "Applicant"), counsel to Greenfield Silver, Inc., f/k/a Lunt Silversmiths, Inc., the above-captioned Debtor-in-Possession, (the "Debtor") and hereby submits this first interim application for compensation and reimbursement of expenses pursuant to 11 U.S. C. § § 330 and 331 for legal services performed and expenses, incurred during the period commencing December 18, 2009 through July 13, 2010, as counsel in this proceeding, associated with liquidation of the Debtor's assets, the proceeds of which were utilized to pay the Debtor's obligation to its secured creditor Greenfield Commercial Credit ("GCC"). In support thereof, the Applicant respectfully states as follows:

Background

1. On December 18, 2009, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code with this Court.
2. The Debtor is operating as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code and intends to liquidate its business and assets.
3. A creditors committee has been appointed in this case.

4. The matters set forth herein constitute core proceedings, pursuant to 28 U.S.C. §157(b)(2)(A).

### **Carve Outs**

5. On December 18, 2009, the Applicant filed an Application to Employ Shatz, Schwartz and Fentin, P.C. as Counsel to the Debtor, which this Court approved on January 5, 2010. A copy of the Court's Order is attached as Exhibit A. On February 25, 2010, the Debtor filed a Renewed Application to Employ Shatz, Schwartz and Fentin, P.C. as Counsel, due to a procedural defect in its initial application, which the Court approved on March 17, 2010. A copy is attached as Exhibit B.

6. On January 11, 2010, this Court issued an Order (the "R&B Sale Order") granting the Debtor authority to execute and deliver an Asset Purchase Agreement for the sale of certain of its assets to Reed and Barton Corporation ("R&B") and approving sale procedures in connection with the sale (the "R&B Sale"). A copy of the R&B Sale Order is attached as Exhibit C.

7. Pursuant to the R&B Sale Order, the R&B Sale proceeds were to be utilized to pay down the Debtor's obligation to GCC, with the exception of a carve out to pay the reasonable and necessary attorneys' fees of the Applicant, as well as counsel to the unsecured creditors committee for services performed associated with the Debtor's liquidation of assets for the benefit of GCC during the period beginning December 18, 2010 and ending March 18, 2010, in an aggregate amount not to exceed \$25,000 (the "R&B Carve Out").

8. On February 11, 2010, the R&B Sale was consummated through a § 363 sale.

9. The R&B Sale proceeds were utilized to pay down the Debtor's obligation to GCC, with the exception of the R&B Carve Out. The R&B Carve Out is currently being held in the Applicant's escrow account in accordance with R&B Sale Order.

10. After the R&B Sale, the Debtor still had an outstanding balance with GCC, as well as personal property which it could liquidate to further reduce its debt to GCC.

11. On March 26, 2010, the Debtor filed a motion to sell its remaining personal property by public auction (the "Auction Sale") pursuant to 11 U.S.C. § 363 in order to pay down its obligation to its secured creditor, GCC (the "Motion for Auction Sale").

12. In its Motion for Auction Sale, the Debtor requested another carve out from GCC, for services associated with the liquidation of assets for the benefit of GCC through the Auction, to pay the reasonable and necessary attorneys' fees of the Applicant and counsel to the unsecured creditors committee, in an aggregate amount not to exceed \$20,000 (the "Auction Carve Out"). A copy of the Motion for Auction Sale and this Court's Order dated May 6, 2010 approving said sale are attached as Exhibit D.

13. The Auction Sale was conducted on May 26 and May 27, 2010. The Debtor utilized the Auction Sale proceeds to pay down the Debtor's obligation to GCC, less the auctioneer's compensation and expenses and the Auction Carve Out. The Auction Carve Out is currently being held in the Applicant's escrow account.

14. In total, the Applicant is holding \$45,000 in escrow which is comprised of the R&B Carve Out and the Auction Carve Out in order to pay the reasonable and necessary legal fees of the Applicant and counsel to the unsecured creditors committee related to services in connection with the liquidation of the Debtor's assets for the benefit of GCC.

15. The R&B Sale and the Auction Sale generated combined total gross proceeds of \$819,810.42 which were applied to Lunt's obligation to GCC, less expenses and carve outs.

16. GCC is now fully satisfied<sup>1</sup> and the Debtor has one major asset to liquidate for the benefit of its creditors and estate, its real estate which is not encumbered by any mortgage.

**Services Rendered and Fees Expended**

17. The Applicant performed a significant amount of legal services in connection with the R&B Sale and Auction Sale (from time to time collectively referred to as the "GCC Asset Liquidation"), providing valuable benefit to GCC and the estate, which culminated in satisfaction of nearly all of GCC's secured claim against the Debtor. A copy of a brief narrative description of the services performed is attached as Exhibit E.

18. The Applicant spent a total of 134.80 hours of professional legal services related to the GCC Asset Liquidation, for which time was billed totaling \$33,337.00 as more particularly set forth in the itemized Statement of Professional Services of Shatz, Schwartz and Fentin, P.C. attached hereto as Exhibit F pursuant to Local Rule 2016-1(a)(1). A Summary Chart relating to professionals' hours and rates as well as actual and necessary expenses in the amount of \$880.70 is attached as Exhibit G pursuant to Local Rule 2016-1(a)(2).

19. The Applicant has no retainer for payment of services for the GCC Asset Liquidation.

20. All of the services rendered by this Applicant were performed by attorneys and paralegals that are experienced in bankruptcy law and are skilled in the administration and

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<sup>1</sup> The balance due to GCC, after application of sale proceeds, was satisfied by accounts receivables, as well as personal payments made by James Lunt, President of the Debtor who personally guaranteed the Debtor's obligation to GCC.

representation of Chapter 11 Debtors. Biographical entries for each person included in this Application are attached hereto as Exhibit H.

21. No agreement or understanding exists between the Applicant and any third person for sharing or division of compensation. All of the services for which compensation is requested in this Application were rendered at the request of the Debtor for the benefit of GCC and the estate.

22. Although Attorneys Edward V. Sabella and L. Alexandra Hogan spent considerable time in this case, this Applicant certifies that no compensation is sought for duplicate services.

**Reasonable and Necessary Fees and Expenses**

23. Section 330(a)(1)(A) and (B) of the Bankruptcy Code allows the payment of:

- (A) reasonable compensation for actual, necessary services rendered by the trustee, examiner, professional person, or attorney and by any paraprofessional person employed by any such person; and
- (B) reimbursement for actual, necessary expenses.

24. The Applicant has calculated its compensation requested in this Application by applying its standard hourly rates which are well within the range charged by comparable firms in other large bankruptcy cases.

25. The amount of the Applicant's requested compensation is not unusual given the complexity and size of the Debtor's Chapter 11 case and the fees are commensurate with fees that other attorneys of comparable experience and expertise have charged and been awarded in similar Chapter 11 cases.

26. The Applicant's legal services and expenses incurred during the Application period are set forth in this Application and constitute only those necessary expenses there were incurred for the benefit of the Debtor's estate.

27. Pursuant to the standards as set forth in §§ 330 and 331 of the Bankruptcy Code, the Applicant submits that the compensation requested is for actual and necessary services and expenses, and is reasonable based upon the nature, extent and value of such services, the time spent thereon, and the costs of comparable services in a case under the Bankruptcy Code. The time records annexed to this Application constitute only a general statement of the services rendered and time expended without description of the pressure and constraints under which the Applicant actually rendered these services. The considerable challenge of this cases was attended to and managed by the Applicant at all levels, promptly, expertly, and often to the exclusion of other matters in the Applicant's office. The Applicant therefore submits that its fees and expenses were actual, necessary, reasonable, and justified, and should be allowed in full.

**Notice**

28. Request is hereby made to limit notice regarding this Application upon the individuals and entities served this Application which are as follows: the U.S. Trustee, the Debtor, the top twenty unsecured creditors, the creditors committee, Gary Weiner, Esquire as counsel to the creditors committee, Greenfield Commercial Credit and its counsel, the taxing authorities, and counsel to Reed and Barton Corporation.

29. The Applicant submits that due to the nature of this Application, no further service is necessary.

WHEREFORE, The Applicant, Shatz, Schwartz and Fentin, P.C., respectfully requests this Court to enter an order:

1. Approving the payment of compensation of professional services rendered by this Applicant in the amount of \$33,337.00;

2. Approving the reimbursement of the actual and necessary out-of-pocket expenses incurred by this Applicant in the amount of \$880.70; and
3. For such further relief as this Court deems just and proper.

Dated this 23rd day of July, 2010.

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella  
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UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

In re:

LUNT SILVERSMITHS, INC.

DEBTOR

Chapter 11

Case No. 09-32228-HJB

APPLICATION TO EMPLOY COUNSEL

NOW COMES Lunt Silversmiths, Inc., (the "Debtor") and debtor-in-possession in the above-captioned Chapter 11 case, and hereby submits this application (the "Application"), pursuant to sections 327(a) and 1107(a) of title 11 of the United States Code, 11 U.S.C. § § 101 *et seq.* (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Rule 2014-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Massachusetts, for entry of an order authorizing the Debtor's retention of Shatz, Schwartz and Fentin, P.C. ("SSF") as its counsel as of the Petition Date. In support of this Application, the Debtor relies on the affidavit of Edward V. Sabella (the "Sabella Affidavit"), attached hereto as Exhibit A, and further states as follows:

Background

1. On the date hereof (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor is liquidating its assets and managing its affairs as a debtor-in-possession.
2. As of the date hereof, no creditors' committee, trustee or examiner has been appointed in this Chapter 11 case.

1/5/2010 GRANTED. NO OBJECTIONS HAVE BEEN FILED. ALL COMPENSATION SUBJECT TO FINAL COURT APPROVAL.





UNITED STATES BANKRUPTCY COURT  
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LUNT SILVERSMITHS, INC.

DEBTOR

Chapter 11

Case No. 09-32228-HJB

**ORDER PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, FEDERAL RULES OF BANKRUPTCY PROCEDURE 2002 AND 6004 AND LOCAL RULE 6004-1 (A) AUTHORIZING AND APPROVING ASSET PURCHASE AGREEMENT BETWEEN LUNT SILVERSMITHS, INC., AS SELLER, AND PROPOSED PURCHASER, WHICH PROVIDES FOR THE SALE OF CERTAIN PERSONAL PROPERTY OF LUNT SILVERSMITHS, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, SUBJECT TO HIGHER AND/OR OTHERWISE BETTER OFFERS; AND (B) GRANTING RELATED RELIEF**

Upon the motion dated December 18, 2009 (the "Sale Motion") of Lunt Silversmiths, Inc. ("Lunt" or the "Debtor"), as debtor and debtor in possession, for entry of an order, under sections 105 and 363 of title 11, United States Code 11 U.S.C. §§ 101, *et seq.*, (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Massachusetts (the "Local Rules"), (1) (a) approving sale procedures in connection with sale of (the "Sale") of the Acquired Assets<sup>1</sup> pursuant to the Asset Purchase Agreement executed by the Debtor and Reed and Barton Corporation ("R&B") (as amended from time to time) ("Asset Purchase Agreement" or "Agreement")<sup>2</sup>, (b) approving the Expense Reimbursement as detailed in the Agreement, (c) scheduling an auction and hearing to

<sup>1</sup> Unless otherwise defined, capitalized terms used herein have the meanings given to them in the Sale Motion or the Asset Purchase Agreement.

<sup>2</sup> A copy of the Asset Purchase Agreement is annexed hereto as Exhibit "A".

approve the Sale transaction and approving the form and manner of notice thereof; and ultimately, (II) an order approving the proposed sale of the Acquired Assets free and clear of all liens and encumbrances to R&B or such entity that submits the highest and/or otherwise best bid at the Auction to consider competing bids (as more fully described in the Sale Motion); and this Court having held an initial hearing to consider the Sale Motion on or about January 6, 2010, and having entered an order dated January 11, 2010, (the "Bid Procedures Order") pursuant to which the Court, among other things, (i) established the date and time for the Auction and Sale Hearing; (ii) approved bidding procedures regarding the proposed Sale (the "Bidding Procedures"), (iii) approved the amount and payment of the Expense Reimbursement; and (iv) approved the form of, and established procedures regarding, the Notice of Auction and Sale Hearing and Notice of Filing Motion ("Notices"); and a hearing having been held on February 11, 2010 in connection with the Sale Motion (the "Sale Hearing"); and adequate and sufficient notice of the Bid Procedures, Sale Motion, and all transactions contemplated thereunder and in this Order having been given in the manner required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and as directed by the Court in the Bid Procedures Order and it appearing that no other or further notice hereof is required; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the matters raised by the Sale Motion and relief related thereto; and the Court having reviewed and considered (i) the Sale Motion and (ii) the arguments of counsel, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; upon all of the pleadings filed with the Court and the record of the Sale Hearing made by the Debtor before this Court; and after due deliberation and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

**Jurisdiction, Final Order And Statutory Predicates**

A. The Court has jurisdiction to hear and determine the Sale Motion and to grant the relief requested therein, pursuant to 28 U.S.C. § § 157(b)(1) and 1334(b). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (N). Venue of the Debtor's chapter 11 case and the Sale Motion is proper in this district under 28 U.S.C. § § 1408 and 1409(a).

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), 363(f), 503 and 507 of the Bankruptcy Code, and Bankruptcy Rules 2002(a)(2), 2002(m), 6004, 9007 and 9014.

**Retention of Jurisdiction**

D. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order, the Asset Purchase Agreement, and to adjudicate, if necessary, any and all disputes involving the Debtor concerning or relating in any way to, or affecting, the Sale and related documents.

<sup>3</sup> Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Any statements of the Court from the bench at the Sale Hearing shall constitute additional findings of fact and conclusions of law as appropriate and are expressly incorporated by reference into this Order.

**Corporate Authority; Consents and Approvals**

E. The Debtor has full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby and to consummate the Sale. The Sale has been duly and validly authorized by all necessary corporate actions of the Debtor and any applicable affiliate, and by this Court. There are no consents or approvals other than as expressly set forth in the Asset Purchase Agreement, that are required for the Debtor to consummate the Sale.

**Notice of the Sale Motion**

F. As evidenced by the certificates of service previously filed with this Court (the "Notice Certificates") and based on representations of counsel at the Sale Hearing (i) due, proper, timely, adequate, and sufficient notice of the Sale Motion, the Sale Hearing, the Auction, and the Sale has been provided in accordance with section 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, and in compliance with the Bid Procedures Order, (ii) such notice was good and sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Sale Motion, the Asset Purchase Agreement, the Sale Hearing, or the relief sought with respect thereto shall be required.

G. A reasonable opportunity to object or be heard with respect to the Asset Purchase Agreement, Sale Motion, and Sale Hearing has been afforded to all interested persons and entities, including, among others: (i) all parties entitled to receive notice as of the date hereof pursuant to Bankruptcy Rule 2002(a)(2), (ii) all parties who the Debtor believes have an interest in acquiring the Acquired Assets, (iii) all entities listed on the Debtor's schedules as holding claims secured by, and all entities who recorded or filed proof(s) of claim secured by, the

Acquired Assets, and (iv) all entities who have recorded in the public record any lien, interest or encumbrance in or upon the Acquired Assets.

H. As demonstrated by the evidence proffered at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, (1) the Debtor has appropriately marketed the Acquired Assets in full compliance with the Bidding Procedures Order (including with respect to the solicitation and evaluation of bids, the conduct of the Auction and the acceptance of the offer set forth in the Agreement) and all such actions are hereby ratified and approved; (2) the Bidding Procedures and the Auction were duly noticed and conducted in a non-collusive, fair and good-faith manner; and (3) a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets; and (4) the Debtor determined that the Purchaser is the Prevailing Bidder.

**Sound Business Purpose for the Sale**

I. The Debtor has advanced sound and sufficient business reasons, and it is a reasonable exercise of the Debtor's business judgment to sell all right, title and interest in and to the Acquired Assets on the terms set forth in the Asset Purchase Agreement and to consummate the Sale.

J. The Debtor has demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the entry into the Asset Purchase Agreement and the consummation of the Sale pursuant to section 363(b) of the Bankruptcy Code prior to confirmation of a plan of reorganization, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value to the Debtor's estate.

**Highest and Best Offer**

K. The Debtor's determination that Purchaser's Bid under the terms of the Asset Purchase Agreement constitutes the highest and best offer for the Assets constitutes a valid and sound exercise of the Debtor's business judgment.

L. The consideration in the amount of Five Hundred Fifty-Two Thousand Sixteen and 62/100 Dollars (\$552,016.62) (the "Asset Sale Proceeds") provided by the Purchaser pursuant to the Asset Purchase Agreement: (1) is fair and reasonable under the circumstances of the Debtor; (2) is the highest and best offer for the Acquired Assets under the circumstances of the Debtor because, among other things, (a) despite advertisement in a national publication, direct e-mail solicitation of potential strategic buyers through a trade publication's subscriber list and direct negotiations with at least one potential submitter of an Overbid (as defined in the Bidding Procedures), no Overbids or other offers were received (b) it has been represented that the Purchaser has sufficient cash to consummate the Closing, and (c) the Purchaser is prepared to consummate the transactions contemplated by the Asset Purchase Agreement in compliance with the terms and conditions of that Agreement; (3) the Sale will provide recovery to the Debtor's bankruptcy estate, which, in the reasonable business judgment of the Debtor, is fair, reasonable and in the best interest of the Debtor and its estate; and (4) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable non-bankruptcy law.

M. Based on the record before it, it appears to the Court that no other entity has submitted a qualified bid providing greater economic value for the Acquired Assets than the Purchaser.

**Good Faith of the Purchaser**

N. The Asset Purchase Agreement and the Sale were negotiated, proposed and entered into by the Debtor and the Purchaser without collusion, in good-faith and from arm's length bargaining positions. The Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protections afforded thereby. In the absence of a stay pending appeal, the Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions set forth in the Asset Purchase Agreement at any time after the entry of this Order.

O. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale to be avoided under Section 363(n) of the Bankruptcy Code, and the Asset Purchase Agreement and the Sale are not avoidable.

#### Validity of Transfers

P. The transfer of the Acquired Assets to the Purchaser is intended to be, and to the full extent permissible by law is, a legal, valid and effective transfer of the Acquired Assets vests the Purchaser with all right, title and interests of the Debtor in and to the Acquired Assets, free and clear of all Claims, Liens, encumbrances and other interests (collectively, the "Interests"), including, but not limited to (1) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtor's or Purchaser's interest in the Acquired Assets, or any similar rights; (2) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the consummation of the Sale (the "Closing"); and (3) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income

or other exercise of any attributes of ownership; and (b) all debts, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of the Debtor's bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

Q. The Purchaser shall not be deemed, as a result of any action taken in connection with the purchase of the Acquired Assets, to: (1) be a successor to the Debtor; or (2) have, *de facto* or otherwise, merged with or into the Debtor.

**Section 363(f) of the Bankruptcy Code is Satisfied**

R. The Debtor may sell the Acquired Assets free and clear of all Interests because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been or will be satisfied. The holders of Interests in or against the Debtor, its estate or the Acquired Assets, and non-Debtor parties to any related agreements who did not object, or who withdrew their objections, to the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

S. The Purchaser would not have entered into the Agreement and will not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its bankruptcy estate and its creditors and other stakeholders, if the Sale of the Acquired Assets to the Purchaser is not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of such Interests including, but not

successors and assigns, including, but not limited to, all non-Debtor parties asserting any  
Interests in or against the Debtor, its estate or the Acquired Assets.

**Approval of Asset Purchase Agreement**

5. The Asset Purchase Agreement (including all of the related documents, exhibits, schedules, lists and agreements) and the transactions contemplated thereby are approved in all respects.

6. Pursuant to sections 363(b) and (f) of the Bankruptcy Code and the Asset Purchase Agreement, the Debtor is authorized, empowered and directed to (i) take any and all actions necessary or appropriate to effect, consummate and close (a) the assignment, transfer and conveyance of the Acquired Assets to the Purchaser, (b) the Sale, and (c) this Order, and (ii) execute and deliver, perform under, consummate, implement and close fully the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale.

7. The Purchaser is directed to pay by wire transfer at Closing and conditioned upon the Debtor's delivery of such documents of transfer and other documents as are required in the Asset Purchase Agreement, Four Hundred Ninety-Nine Thousand Five Hundred Sixteen and 62/100 Dollars (\$499,516.62), which represents the Asset Sale Proceeds (less credit for its Deposit in the amount of \$52,500.00) to Shatz, Schwartz and Fentin, P.C., as escrow agent ("SSF"), for the Debtor, and otherwise perform its obligations under the Asset Purchase Agreement. SSF, as escrow agent, shall hold all such proceeds in a trust or client funds account (the "Escrow Account") and only distribute the Funds in accordance with this Order and/or any subsequent orders of this Court.

limited to, (1) any employment or labor agreements; (2) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtor; (3) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related Claim; (4) any products liability or similar Claims, whether pursuant to any state or federal laws or otherwise; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (7) any theories of successor liability.

#### **Waiver Of Stays**

T. The Debtor has articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rule 6004(h), including those set forth above.

#### **CONCLUSIONS OF LAW**

NOW THEREFORE, IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. To the extent any conclusion of law set forth below herein constitutes a finding of fact, this Court so finds.

#### **General Provisions**

2. The Sale Motion is granted and approved in all respects with respect to the Sale, subject to the provisions of this Order.

3. Any objections to the Sale Motion and the relief requested therein that have not been withdrawn, waived, or settled, are denied and overruled on the merits with prejudice.

4. The terms and provisions of this Order shall be binding in all respects upon the Debtor, its estate, creditors, members, managers and shareholders of any of the Debtor, the Purchaser and its officers, directors and members, all interested parties, and their respective

8. SSF is further authorized to deduct from the Asset Sale Proceeds the amounts described in Paragraphs 9 and 10 herein below and to pay by wire transfer from the Escrow Account the amount of Five Hundred Twenty Thousand Four Hundred Ninety and 30/100 Dollars (\$520,490.30) to Greenfield Commercial Credit, ("Bank") within one business day of receiving the Purchaser's wire transfer as set forth in Paragraph 7 herein above.

9. Pursuant to this Court's Order (A) Approving Sale Procedures In Connection With Sale of Certain of the Debtor's Assets, (B) Approving the Expense Reimbursement, (C) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof dated January 11, 2010, the amount of Six Thousand Five Hundred Twenty Six and 32/100 Dollars (\$6,526.32) shall be immediately paid to SSF from the Escrow Account to reimburse SSF for the expenses incurred to advertise the Asset Sale in the Wall Street Journal and an email blast by Home Furnishing Magazine, a trade publication.

10. Pursuant to this Court's Interim Order (I) Authorizing Debtor to Utilize Cash Collateral Pursuant to 11 U.S.C. 363 and Granting Adequate Protection to Pre-Petition Secured Party Pursuant to 11 U.S.C. §§ 361 and 363, and (II) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(B) dated January 11, 2010, the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) shall be held in the Escrow Account from the Asset Sale Proceeds to pay the reasonable and necessary attorneys' fees of both the Debtor's counsel and counsel to any unsecured creditors committee which are associated with the Debtor's liquidation during the period specified in said Interim Order (the "Carve Out"). The Carve Out shall be paid to counsel from the Escrow Account only at such time and in such amount as authorized and approved by this Court after application by counsel, notice and hearing.

11. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code and on the terms set forth in the Asset Purchase Agreement, upon the Closing provided in the Asset Purchase Agreement, the Acquired Assets shall be and hereby are deemed transferred and assigned to the Purchaser effective as of 11:59 p.m. (Prevailing Eastern Time) on the Closing Date, free and clear of all liens, claims, encumbrances and other Interests arising or relating to the period prior to the Closing.

12. The transfer of the Acquired Assets to the Purchaser pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of good and marketable title of the Acquired Assets, and vests or will vest the Purchaser with all right, title, and interest to the Acquired Assets, free and clear of all Interests except as expressly stated as obligations of the Purchaser under the Asset Purchase Agreement and/or under this Order.

13. Except as expressly permitted by the Asset Purchase Agreement or otherwise specifically provided by this Order, the Bankruptcy Code, or Bankruptcy Rules, (i) all persons and entities holding interests of any kind and nature accruing, arising or relating to a period prior to the Closing Date with respect to the Acquired Assets hereby are barred, estopped, and permanently enjoined from asserting such Interests against the Purchaser or any of its affiliates, stockholders, members, managers, partners, parent entities, successors, assigns, officers, directors or employees, agents, representatives, and attorneys, or the Acquired Assets, and (ii) the Purchaser shall have no liability or responsibility for any such Interest arising, accruing, or relating to a period prior to the Closing Date, except as otherwise provided for in the Asset Purchase Agreement.

14. Each non-Debtor party to any agreements with the Debtor that are not part of the Acquired Assets are hereby barred, estopped, and permanently enjoined from asserting any claims against the Purchaser relating to any such agreements.

15. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets or a bill of sale transferring good and marketable title of the Acquired Assets to the Purchaser.

16. If any person or entity that has filed financing statements, or other documents or agreements evidencing Interests in the Debtor or the Acquired Assets shall not have delivered to the Debtor prior to the Closing, in proper form for filing and execution by the appropriate parties, termination statements, instruments of satisfaction or releases of all Interests in the Debtor or the Acquired Assets or otherwise, then the Purchaser or its assignee is hereby authorized to file, register or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all Interests in the Debtor or the Acquired Assets of any kind or nature whatsoever, and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title companies, government departments, secretaries of state and other persons authorized by law to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or issue any title or state of title in or to the Purchased Assets.

**Binding Effect**

17. The sale, transfer, assignment and delivery of the Acquired Assets shall not be subject to any Interests and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All persons holding Interests in the Debtor, their estates or the

Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, its affiliates or the Acquired Assets, with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, its estates, or the Acquired Assets. The transfer of the Acquired Assets to the Purchaser shall constitute an authorized first sale; the Purchaser shall be deemed an owner of such inventory pursuant to 17 U.S.C. § 109(a) authorized to resell such inventory free and clear of any claims of licensors or any other party, including but not limited to any claims of copyright infringement. Following the Closing Date, no holder of an Interest in the Debtor shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interests and all such Interests, if any, shall be and hereby are channeled, transferred and attached solely and exclusively to the proceeds of the Sale.

18. This Order (a) shall be effective as a determination that, at Closing, all Interests of any kind existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated as set forth herein, and that the conveyances described herein have been effected, with any such Interests to attach to the cash proceeds of the Sale in the same amount, validity and priority as existed as of the Petition Date, and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or

contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

19. Each and every federal, state, and local governmental agency, unit or department is hereby directed to accept this Order as sole and sufficient evidence of the transfer of title of the Assets and such agency or department may rely upon this Order in connection with the Sale.

20. All entities that are in possession of some or all of the Acquired Assets upon the Closing are hereby directed to surrender possession of the Acquired Assets to the Purchaser at the Closing.

21. Except as otherwise expressly provided for in the Agreement or in this Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Acquired Assets upon Closing and shall not be liable for any Claims against the Debtor or any of its predecessors or affiliates, and the Purchaser shall have no vicarious or successor liabilities of any kind, whether known or unknown, with respect to the Debtor arising prior to the Closing. The consideration paid by the Purchaser constitutes valid and valuable consideration for the releases of potential Claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Interests against the Debtor or the Acquired Assets.

22. Except as otherwise expressly provided in the Agreement and to the fullest extent permitted by law, the Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits or any other payment with respect to employees or former employees of the Debtor. Except as otherwise provided for in the Agreement, the Purchaser shall have no liability with respect to employee welfare or retention, benefit and/or incentive plan to which the Debtor is a party and relating to the Acquired Assets, and the Purchaser shall in no way be deemed a party to

or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement. In the event that, as a result of the transaction contemplated hereunder, employees of the Debtor are laid off or their employment with the Debtor otherwise is terminated, the Debtor is authorized to use the Excluded Assets to satisfy claims of such terminated employees for wages, accrued vacation pay and any other claim due to such employees upon termination.

23. After the Closing Date, no person or entity, including without limitation, any federal, state or local taxing authority, may (a) attach or perfect a lien or security interest against the Acquired Assets on account of, or (b) collect or attempt to collect from the Purchaser or any of its affiliates, any tax or other amount alleged to be owing by the Debtor (i) for any period commencing before and concluding prior to or after the Closing, or (ii) assessed prior to and payable after the Closing Date, except as otherwise specifically provided in the Asset Purchase Agreement.

#### Miscellaneous Provisions

24. This Court retains jurisdiction, even after the closing of this case, to:

- (i) interpret, implement and enforce the terms and provisions of this Order and the terms of the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith;
- (ii) enter orders in aid or furtherance of the Sale;
- (iii) resolve any disputes arising under or related to the Asset Purchase Agreement or the Sale, or to ensure peaceful use and enjoyment of the Assets;
- (iv) adjudicate any and all issues and/or disputes, if any, relating to the Purchaser's or the Debtor's right, title or interest in, to and under the Asset Purchase Agreement and related agreements;

- (v) adjudicate all issues concerning prorations under the Asset Purchase Agreement (including taxes) consistent with the terms of the Asset Purchase Agreement;
- (vi) hear and resolve any application (or disputes or issues relating thereto) to the Asset Purchase Agreement;
- (vii) adjudicate any and all issues and/or disputes relating to the Debtor's right, title or interest in the Assets and the proceeds thereof, the Sale Motion and/or the Asset Purchase Agreement; and
- (viii) re-open the Debtor's chapter 11 cases to enforce the provisions of this Order.

25. Neither the Sale, nor the consideration provided by the Purchaser for the Assets under the Asset Purchase Agreement, may be avoided under section 363(n) of the Bankruptcy Code and each and every person or entity is hereby barred, estopped, and permanently enjoined from commencing or continuing an action seeking relief under section 363(n) of the Bankruptcy Code.

26. The Debtor and the Purchaser have undertaken the Sale in good faith (as that term is used in section 363(m) of the Bankruptcy Code) and without collusion, and the Purchaser is and shall continue to be in good faith (as that term is used in section 363(m) of the Bankruptcy Code) by proceeding to close the Sale. Accordingly, the reversal or modification on appeal of the authorization to consummate the Sale approved hereby shall not affect the validity and enforceability of such Sale, unless such authorization is duly stayed pending such appeal. The Purchaser is a good faith Purchaser of the Assets and entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

27. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the Asset Purchase Agreement and each and every provision, term, and condition thereof be authorized and approved in its entirety.

28. Nothing contained in any plan of reorganization confirmed in this case or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

29. The terms and provisions of the Asset Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors and interest holders, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting a Claim against or Interest in the Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee for the Debtor under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

30. Notwithstanding Bankruptcy Rules 7062 and 6004(h), to the extent applicable, the Court finds that there is no reason for delay in the implementation of this Order and, thus, this Order shall be effective and enforceable immediately upon entry. The Debtor and the Purchaser may consummate the Asset Purchase Agreement at any time after entry of the Order by waiving any and all closing conditions set forth in the Asset Purchase Agreement that have not been satisfied and by proceeding to close the Sale without any notice to the Court, any pre-petition or post-petition creditor of the Debtor and/or any other party in interest.

31. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement is not material.

32. The provisions of this Order are non-severable and mutually dependent.

Case 09-32228 Doc 99-3 Filed 07/23/10 Entered 07/23/10 15:16:37 Desc Exhibit

Case 09-32228 Doc 52 Filed 02/11/10 Entered 02/12/10 14:34:15 Desc Main Document

Exhibit C Page 19 of 19  
Page 19 of 20  
*Order for sale of inventory*

Dated: Springfield, Massachusetts, February 11, 2010  
2009

  
UNITED STATES BANKRUPTCY JUDGE

09A0185RB Sale Motion\Final Order\Final Sale Order and Exhibit A\2-11-10 Sale Order.4805

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

In re:  
GREENFIELD SILVER, INC.  
f/k/a Lunt Silversmiths, Inc.

Chapter 11  
Case No. 09-32228-HJB

Debtor

**MOTION FOR ORDER APPROVING AUCTION SALE OF PROPERTY OF THE  
ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES PURSUANT TO 11  
U.S.C. §363(b) AND (f) AND FOR CARVE OUT**

Now comes the debtor-in-possession Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor") in the above Chapter 11 case, through its counsel, and hereby moves, pursuant to Bankruptcy Code §§ 363(b) and (f) and Bankruptcy Rule 6004(c) for authority to sell, by public auction sale, all of the estate's right, title and interest in personal property including machinery, equipment, office furnishings, and production materials (the "Manufacturing Assets") and miscellaneous silver flatware and giftware inventory (the "Silver"), free and clear of all liens, claims, mortgages, security interests, charges, encumbrances, and other interests and authorizing a carve out. In support thereof, the Debtor respectfully states as follows:

**Background**

1. On December 18, 2009 the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code with this Court.
2. The Debtor intends to liquidate its business and assets through this Chapter 11 case.
3. The matters set forth herein constitute core proceedings pursuant to 28 U.S.C. § 157(b)(2)(A) and (M).

4. The Debtor requests an order granting permission to sell the Manufacturing Assets and Silver by public auction to be held on the Debtor's premises at 298 Federal Street, Greenfield, MA (the "Premises") which will also be broadcast live via internet.
5. The Debtor has filed contemporaneously herewith an application to employ Aaron Posnik & Co., Inc. ("Posnik") as an auctioneer in this case.
6. On February 11, 2010, the Debtor sold substantially all of its assets to Reed and Barton Corporation through a § 363 sale. However, the Debtor still possesses Manufacturing Assets and some Silver that it wishes to liquidate in order to pay down its obligation to its secured lender, Greenfield Commercial Credit ("Greenfield").
7. The Debtor believes that the sale of the Silver and the Manufacturing Assets is authorized by this Court pursuant to 11 U.S.C. § 363(f)(2).
8. On January 6, 2010, this Court issued an order authorizing the Debtor to use cash collateral and granting adequate security to its pre-petition secured creditor, Greenfield (the "Order"). The Order is valid through April 1, 2010 (the "Specified Period"), at which time this Court has scheduled a further hearing on the use of cash collateral.
9. The Order specified that Greenfield Commercial Credit would be responsible to pay the reasonable and necessary attorneys' fees of the Debtor's counsel, as well as counsel to the unsecured creditors committee associated with the Debtor's liquidation through the Specified Period, in an aggregate amount not to exceed \$25,000.
10. In the event that this Court grants this Motion, the Debtor believes that its sale of the Manufacturing Assets and Silver requested herein will occur after the Specified Period. Therefore, the Debtor is also seeking an order from this Court for a carve out from Greenfield to pay the reasonable and necessary legal fees of the Debtor's counsel and unsecured creditors

committee's counsel that are associated with the sale contemplated herein, in an aggregate amount not to exceed \$20,000 (the "Carve Out").

#### Auction

11. The Debtor will sell the Manufacturing Assets and Silver by public auction at the Debtor's premises at 298 Federal Street, Greenfield, MA (the "Premises") which will be broadcast live by internet.

12. The Debtor believes that sale of the Manufacturing Assets and Silver via public auction and by internet is the best means of liquidating these assets as it will provide worldwide exposure of the sale which is the most likely method to attract numerous potential buyers.

13. The Debtor's Manufacturing Assets and Silver will not be auctioned together with any non-bankruptcy estate items.

14. A copy of the proposed Notice of Sale is attached as Exhibit A.

#### Costs, Expenses and Fees

15. With respect to expenses, Posnik has provided the following estimate of expenses necessary to conduct the auction of the Manufacturing Assets and Silver by public auction broadcast live via internet:

- a. The expense for mass market advertising through the New York Times, Boston Globe, Hartford Courant, Springfield Republican, and Greenfield Recorder and direct mailing of brochures to a narrowly defined group of potential buyers in the silver industry is estimated at \$8,500;
- b. The expense for auction preparation to clean, lot, tag, photograph, catalog and prepare for the auction is estimated at \$7,500;
- c. The expense associated with the live internet broadcast to an unlimited number of

potential bidders worldwide is as follows: The broadcast will be supported by an internet auction mechanism called Bidspotter ("Bidspotter") which is an internationally recognized service provider which will allow for "real time" bidder/auction site interaction, with online bidders having the opportunity to bid against others situated at the auction location. Bidspotter's fees are as follows: \$350 base fee per day, plus \$50 per broadcast hour for administration costs and three (3%) percent of the aggregate hammer price paid by online bidders placing the winning bid. In order to provide this service, Posnik must provide Bidspotter with a complete, detailed catalog including pictures of each lot. Posnik's charge to provide this service is \$2,000 which includes miscellaneous expenses; and

d. The expenses for Posnik's services include a one day inspection and the performance of auction services on the days of the auction, as well as supervision of the removal of assets for six (6) days after the auction. Posnik estimates that these costs will be approximately \$7,500, including all labor, travel and miscellaneous expenses. If the Debtor wishes for Posnik to continue to supervise the liquidation, the associated costs would be \$150 per day, per person. The liquidation may take an additional 10 to 14 days.

**Bidspotter- The Internet Auction Mechanism**

16. Bidspotter's uniform resource locator ("URL") is [www.bidspotter.com](http://www.bidspotter.com).

17. Neither the Debtor nor any party in interest is known to have any connections with the Bidspotter or any expected bidder.

18. To the best knowledge of the Debtor, Bidspotter will not provide auction services or any other services beyond access to its automated on-line services and related customer support.

19. Use of Bidspotter is subject to general rules, policies, procedures or terms or conditions (the "General Terms and Conditions"). A copy of the General Terms and Conditions is attached as Exhibit B. They may also be examined at <http://www.bidspotter.com/forms/terms.php>.

20. In addition to the General Terms and Conditions, Posnik will have its own individual terms and conditions relating to the internet auction (the "Individual Auction Terms and Conditions"). A copy of the Individual Auction Terms and Conditions will be available on Bidspotter's website during the bidder registration process. As summary of the Individual Auction Terms and Conditions is as follows: in order to bid online, prior to the auction, Posnik must receive a deposit in an amount that is at least 25% of the bidder's anticipated bid, made by a certified or bank check; wire transfer; or a company/personal check accompanied with a letter of guarantee from its bank.

21. To summarize, the policies that are likely to result in restriction on bidding for the Manufacturing Assets and Silver or limitations on the Debtor in offering such assets for sale with full or partial reserve or otherwise controlling determination to sell such assets are as follows: None other than those stated herein.

22. The mechanism for payment to the Debtor's bankruptcy estate shall be as follows: Posnik will collect all proceeds from the successful internet bidders, including Bidspotter's requisite 3% fee, prior to the removal of any auctioned items from the Premises. Posnik will include a statement of internet sales in its application for compensation and reimbursement of expenses to be filed with this Court.

#### Secured Party

23. Greenfield is the only creditor of the Debtor, which has a security interest in all of the

Debtor's assets, excluding the Debtor's real estate.

24. To the extent that Greenfield has a valid and perfected lien on the Manufacturing Assets and Silver, the costs of the auction sale, and the Debtor's fees and expenses in connection with the auction sale are for the benefit of the estate and its creditors, and may be compensated pursuant to 11 U.S.C. § 506(c).

25. The auction proceeds will be paid to Shatz, Schwartz and Fentin, P.C., as escrow agent ("SSF"). SSF, will hold all such proceeds in a trust or client funds account (the "Escrow Account") and only distribute the proceeds in accordance with this Order and/or any subsequent orders of this Court.

26. The Debtor seeks authority to pay from the Escrow Account, the proceeds from the auction sale to Greenfield to reduce the Debtor's obligation to Greenfield, less the Debtor's fees and expenses associated with the auction sale as set forth herein, and less the Carve Out. The Carve Out shall be paid from the Escrow Account to counsel for the Debtor and counsel for the unsecured creditors committee only at such time and in such amount as authorized and approved by this Court after application, notice and hearing.

WHEREFORE, the Debtor respectfully prays:

1. That this Court authorize the Debtor to comply with any rules, policies, procedures, or terms or conditions of the Internet Auction Mechanism disclosed herein and to enter into any required agreements in support thereof;
2. That this Court authorize the Debtor's Motion for sale of the Manufacturing Assets and Silver described herein free and clear of all liens, interests and encumbrances, pursuant to 11 U.S.C. § 363(b) and (f);
3. That this Court authorize the Debtor to pay Greenfield Commercial Credit the

proceeds of the auction sale, less any and all expenses, costs, fees identified in this Motion, which the Court authorizes the Debtor to pay, and less the Carve Out, which shall be paid to counsel from the Escrow Account only at such time and in such amount as authorized and approved by this Court after application, notice and hearing;

4. That any encumbrances shall attach to the proceeds of the sale, to the extent that they are valid and perfected, in the same priority as they are entitled to under applicable law; and
5. For such further relief as this Court deems just and proper.

Respectfully submitted this 26<sup>th</sup> day of March, 2010.

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella  
Edward V. Sabella, Esquire  
esabella@ssfpc.com  
BBO #436820  
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BBO #672561  
1441 Main Street – Suite 1100  
Springfield, MA 01103  
Telephone - (413) 737-1131  
Facsimile - (413) 736-0375  
For the Debtor

09\0185\Auctioneer\Posnik\Posnik motion.auction.sale.4801

UNITED STATES BANKRUPTCY COURT, DISTRICT OF MASSACHUSETTS

Proceeding Memorandum/Order of Court

In Re: Greenfield Silver, Inc., fka Lunt Silversmiths, In

Case Number: 09-32228

Ch: 11

MOVANT/APPLICANT/PARTIES:

#72 Motion of Debtor for Approval of auction sale of property of the estate free and clear

OUTCOME:

Granted  Denied  Approved  Sustained  
 Denied  Denied without prejudice  Withdrawn in open court  Overruled  
 OSC enforced/released  
 Continued to: \_\_\_\_\_ For: \_\_\_\_\_  
 Formal order/stipulation to be submitted by: \_\_\_\_\_ Date due: \_\_\_\_\_  
 Findings and conclusions dictated at close of hearing incorporated by reference  
 Taken under advisement: Brief(s) due \_\_\_\_\_ From \_\_\_\_\_  
 Response(s) due \_\_\_\_\_ From \_\_\_\_\_  
 Fees allowed in the amount of: \$ \_\_\_\_\_ Expenses of: \$ \_\_\_\_\_  
 No appearance/response by: \_\_\_\_\_  
 DECISION SET OUT MORE FULLY BY COURT AS FOLLOWS:

GRANTED

IT IS SO NOTED:

\_\_\_\_\_  
Courtroom Deputy

IT IS SO ORDERED:

*Henry J. Boroff*

\_\_\_\_\_  
Henry J. Boroff, U.S. Bankruptcy Judge

Dated: 05/06/2010

### Narrative

Greenfield Silver, Inc. f/k/a/ Lunt Silversmiths, Inc. ("Lunt") is a Massachusetts corporation that was formed in 2000 for the purpose of manufacturing and selling silver items for the home. Lunt is a wholly-owned subsidiary of Rogers Lunt and Bowlen Company that had been initially founded in 1902 and had been in the Lunt family for four generations. Most recently, in 2002, majority ownership of Rogers Lunt and Bowlen Company was acquired by James Lunt, President and Chief Executive Officer of the Debtor. Lunt's corporate headquarters are located at 298 Federal Street, Unit B, Greenfield, Massachusetts.

For decades, Lunt has operated profitably as a leader among silver manufacturers in the United States, providing a wide range of silver products traditionally focused on silver tableware and giftware. The circumstances which precipitated Lunt's current financial challenges stem from three areas. First, in recent years, the consumer market has dramatically decreased its demand for traditional Lunt silver products. Additionally, the consumer market in the United States consolidated to a price-oriented retail focus. This was clearly evidenced when Federated Department Stores acquired a variety of other department store chains, and commanded an enormous scale and authority over the Lunt retail sale operation. As a result, pricing of traditional products became problematic. Additionally, raw materials in the form of silver bullion increased from approximately \$5 per ounce to approximately \$20 per ounce in less than twelve months, causing a direct reduction in gross margins. Finally, the global economic crisis in 2008 negatively impacted Lunt's existing credit facilities, hampering its ability to produce goods and deliver in a timely manner. By the end of 2008, Lunt was forced to fund its losses through the collection and reduction of its accounts receivable.

Not surprisingly, the balance sheet's degradation put Lunt out of formula on its working capital Line of Credit with its secured Creditor, Greenfield Commercial Credit ("GCC"). The GCC debt arises from a 2008 refinancing by Lunt of its then existing debt and, as of December 16, 2009, had an outstanding balance of approximately \$1,441,350. GCC provided the funding to Lunt pursuant to a Loan Agreement dated as of May 28, 2008, as amended from time to time. Specifically, GCC funded a \$4,000,000 revolving line of credit, as evidenced by an Amended and Restated Revolving Credit Loan Note, which matured on July 28, 2009.

Lunt's obligations to GCC under the Note are secured, pursuant to a Security Agreement also executed on or about May 28, 2008, by substantially all assets of Lunt. GCC perfected its secured interest in collateral through the filing of a UCC-1 Financing Statement with the Commonwealth of Massachusetts Secretary of State's Office on or about June 4, 2008.

Today, Lunt's obligation to GCC has been fully satisfied<sup>1</sup> largely due to the Applicant's legal expertise and services rendered related to the liquidation of assets through two sales of Lunt's assets; the first was a private sale of most of Lunt's assets and the second was a public auction sale of the remaining personal property assets. These sales generated combined total gross proceeds of \$819,810.42 which were applied to Lunt's obligation to GCC, less expenses

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<sup>1</sup> The balance due to GCC, after application of sale proceeds, was satisfied by accounts receivables, as well as personal payments made by James Lunt, President of Lunt who personally guaranteed Lunt's debt to GCC.

and carve outs. The two sales, as well as the services performed by the Applicant, are set forth in more detail below.

Lunt, in consultation with its advisors, determined that a sale of Lunt's assets was in the best interests of the company and its creditors. In furtherance of that strategy, James Lunt pursued and negotiated with Lunt's oldest competitor in the silver business, Reed and Barton Corporation ("R&B"), an agreement for the sale of its assets under §363 of the Bankruptcy Code. Under the terms of an executed asset purchase agreement, R&B would purchase, subject to solicitation of higher and better offers and entry of an order of this Court approving the transaction, all assets of Lunt with the exception of those expressly excluded. Those assets to be purchased include certain finished goods, work in process, components, raw materials, spec samples, tools, inventory, intellectual property, sales collateral materials, customer and supplier records and UPC numbers.

In order to consummate the R&B sale, the Applicant was required to perform a substantial amount of services, including but not limited to, the negotiation of the asset purchase agreement between R&B and Lunt; preparation of the § 363 motion to sell, bidding procedures, orders, and notices; preparation of confidentiality agreements with potential bidders; extensive communications with potential bidders and counsel to R&B; attendance at hearings and the court auction; representation at the closing between R&B and Lunt; effectuate Lunt's corporate name change in compliance with the asset purchase agreement, and considerable follow up with GCC of the matter.

After the R&B sale was finalized, Lunt was able to assess the extent and value of the remaining personal property assets including machinery, equipment, office furnishings, and production materials. On Lunt's behalf, the Applicant requested and received this Court's authority to sell said personal property by public auction sale to be broadcast live via internet. The auction sale took place on May 26 and 27, 2010. The Applicant was required to perform substantial services to coordinate the sale including but not limited to: preparation of the § 363 motion to sell and related notices; negotiation with potential auctioneers; contract negotiation with auctioneer; preparation of application to employ the auctioneer; attend to special considerations with internet auction mechanism; attendance at hearing; travel and attendance at a portion of auction; monitor internet auction; extensive follow up with auctioneer regarding sale items, proceeds and expenses; substantial follow up with Lunt and GCC; distribution of sale proceeds; and preparation of application to compensate the auctioneer.

The Applicant believes that compensation of services and expenses as requested in its Application is reasonable given the nature, extent and value of the services provided by the Applicant as set forth above.

**SHATZ, SCHWARTZ AND FENTIN, P.C.**

1441 Main Street Suite 1100  
Springfield, MA 01103-1491  
Telephone (413) 737-1131  
Fax (413) 736-0375  
Federal Tax ID # 04-2485418

July 23, 2010

Invoice# 84458 EVS  
Our file# LUN003-100006  
Billing through 07/15/2010

Greenfield Silver, Inc.  
f/k/a Lunt Silvermiths, Inc.  
298 Federal Street  
Greenfield, MA 01302

**ASSET DISPOSITION**

**PROFESSIONAL SERVICES**

01/01/2009	EVS	Preparation of proposed sale order	
			1.00 hrs.
12/18/2009	EVS	Telephone call to Attorney Monaghan	
			0.40 hrs.
12/18/2009	EVS	Telephone call from client	
			0.40 hrs.
12/21/2009	CMP	Update Certificate of Service re: sale motion	
			0.50 hrs.
12/22/2009	EVS	Receipt and review of liquidation plan from Ralph Stone	
			0.10 hrs.
12/22/2009	EVS	Telephone call from Ralph Stone re: liquidation schedule	
			0.30 hrs.
12/24/2009	LAH	Telephone call to auctioneer	
			0.30 hrs.
12/24/2009	EVS	Telephone call to Doug Bilodeau re: auction	
			0.30 hrs.
12/24/2009	LAH	Confer with Attorney Ed Sabella re: internet auction	
			0.40 hrs.
12/28/2009	LAH	Revise Motion to Sell assets not purchased by R & B	
			1.20 hrs.
12/29/2009	EVS	Conference call with Attorney Steve Weiss and Attorney Collins re: carveout	
			0.60 hrs.
12/30/2009	LAH	Correspondence to Auctioneer	
			0.10 hrs.
12/30/2009	LAH	Prepare documents for Auctioneer's review and comment	
			0.80 hrs.
12/30/2009	EVS	Telephone call from Ralph Stone re: liquidation of assets in private sale to R & B	
			0.20 hrs.
12/30/2009	EVS	Telephone call to Attorney Bizar re: carve out	

LUN003	LUNT SILVERSMITHS, INC.	Invoice#84458	Page 2
		0.20 hrs.	
12/30/2009	EVS	Receipt and review of email from Attorney Bizar	
		0.10 hrs.	
12/30/2009	EVS	Preparation of email to Attorney Bizar re: conference call with Attorney Vigna	
		0.10 hrs.	
12/30/2009	LAH	Confer with Attorney Ed Sabella re: Auctioneer	
		0.20 hrs.	
12/30/2009	CMP	Telephone call from Ralph Stone re: assets outside R&B sale and appraisal of same	
		0.10 hrs.	
12/30/2009	CMP	Prepare attachment to correspondence to auctioneer	
		0.30 hrs.	
12/31/2009	EVS	Telephone call from client re: auctioneer	
		0.20 hrs.	
12/31/2009	EVS	Preparation of email to R. Stone	
		0.10 hrs.	
12/31/2009	EVS	Telephone call to Aaron Posnik	
		0.20 hrs.	
01/01/2010	LAH	Telephone call from rep for Robinson Home	
		0.30 hrs.	
01/04/2010	LAH	Preparation of Email to Corey Fisher re: assets to be sold	
		0.20 hrs.	
01/04/2010	EVS	Telephone call from Cory Fisher	
		0.10 hrs.	
01/04/2010	EVS	Telephone call from Paul Sheer	
		0.10 hrs.	
01/04/2010	EVS	Telephone call to client re: auctioneer	
		0.10 hrs.	
01/04/2010	EVS	Conference call with Attorney Vigna and Attorney Bizar re: carve out	
		0.80 hrs.	
01/04/2010	LAH	Conference call with Attorney Ed Sabella and Corey Fisher of Posnik	
		0.30 hrs.	
01/06/2010	CMP	Telephone call from Capital Asset Recovery re: disposal of machinery	
		0.10 hrs.	
01/06/2010	CMP	Research re: advertising in HFN	
		0.40 hrs.	
01/06/2010	CMP	Telephone call to WSJ re: rates and logistics of advertising	
		0.40 hrs.	
01/06/2010	LAH	Marketing preparation	
		0.50 hrs.	
01/06/2010	LAH	Correspondence to Attorney Meunier, Attorney Bizar and	

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		Attorney Monaghan re: proposed order re: sale	
		0.60 hrs.	
01/06/2010	LAH	Revise proposed order	
		0.20 hrs.	
01/06/2010	LAH	Telephone conference with Attorney Ed Sabella and Attorney Meunier re: content and particulars of desired advertising	
		0.50 hrs.	
01/06/2010	LAH	Telephone conference with Attorney Bizar re: cost of advertising	
		0.30 hrs.	
01/06/2010	LAH	Revise Sale Order, bidding procedure, notice of sale, notice of motions	
		2.30 hrs.	
01/06/2010	EVS	Preparation of revisions to sale procedures order	
		0.60 hrs.	
01/06/2010	EVS	Telephone call to John Monaghan re: advertising	
		0.30 hrs.	
01/06/2010	EVS	Representation at hearing on approval of sale procedures	
		1.60 hrs.	
01/06/2010	EVS	Telephone call to David Bizar, counsel to secured creditor	
		0.30 hrs.	
01/06/2010	EVS	Telephone call from Paul Sheer at Aaron Posnik	
		0.20 hrs.	
01/06/2010	LAH	Attend hearing re: approval of sale procedures	
		1.60 hrs.	
01/06/2010	CMP	Meeting with Attorney Alex Hogan and Attorney Ed Sabella re: notice publication	
		0.30 hrs.	
01/07/2010	CMP	Email correspondence to Wall Street Journal re: notice	
		0.30 hrs.	
01/07/2010	CMP	Telephone call from from HFN	
		0.10 hrs.	
01/07/2010	CMP	Telephone call to HFN re: email blast advertising	
		0.20 hrs.	
01/07/2010	EVS	Telephone call to Attorney Meunier re: advertising	
		0.20 hrs.	
01/07/2010	EVS	Telephone call from Attorney Meunier re: advertising sale	
		0.20 hrs.	
01/07/2010	LAH	Telephone conference with Attorney Ed Sabella and Steve Meunier re: Order	
		0.20 hrs.	
01/07/2010	CMP	Meeting with Attorney Ed Sabella and Attorney Alex Hogan re: notice of sale	
		0.10 hrs.	
01/08/2010	LAH	Email to Attorney Ed Sabella and Attorney Alex Hogan re: auctioneer	

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		0.10 hrs.	
01/08/2010	CMP	Email to Attorney Ed Sabella and Attorney Alex Hogan re: same	
		0.10 hrs.	
01/08/2010	LAH	Strategize with Attorney Ed Sabella	
		0.30 hrs.	
01/08/2010	LAH	Email to Steve Meunier	
		0.10 hrs.	
01/08/2010	LAH	Preparation of revisions to Order re: Sale and Bidding Procedures per US Trustee's request	
		0.50 hrs.	
01/08/2010	LAH	Review Wall Street Journal advertising options	
		0.20 hrs.	
01/08/2010	CMP	Receipt and review of email and ad proof from Wall Street Journal	
		0.10 hrs.	
01/11/2010	CMP	Prepare Notice of sale for mailing	
		1.10 hrs.	
01/12/2010	CMP	Telephone call to court re: docketing issue	
		0.10 hrs.	
01/12/2010	CMP	File certificate of service and Notice of Hearing	
		0.80 hrs.	
01/12/2010	CMP	Correspondence with HFN and Wall Street Journal re: advertising	
		0.40 hrs.	
01/12/2010	CMP	Revise certificate of service	
		0.40 hrs.	
01/12/2010	CMP	Meeting with Attorney Ed Sabella re: cost of advertising notice of sale	
		0.30 hrs.	
01/12/2010	EVS	Telephone call from Paul Sheer	
		0.10 hrs.	
01/12/2010	EVS	Telephone call to Aaron Posnik re: sale of assets	
		0.20 hrs.	
01/12/2010	CMP	Meeting with Attorney Alex Hogan re: certificate of service and posting of documents on website	
		0.20 hrs.	
01/13/2010	CMP	Correspondence with WSJ re: advertisement of sale	
		0.30 hrs.	
01/14/2010	EVS	Preparation of confidentiality agreement in connection with sale to R & B	
		2.00 hrs.	
01/14/2010	EVS	Telephone call from Doug Stebbins re: proposed purchase of assets as counter offer to R & B	
		0.60 hrs.	
01/15/2010	LAH	Email to Surya Capital	

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		0.30 hrs.
01/15/2010	CMP	Correspondence to HFN re: same
		0.10 hrs.
01/15/2010	CMP	Meetings with Attorney Ed Sabella and Attorney Alex Hogan re: same
		0.10 hrs.
01/15/2010	EVS	Preparation of email to client re: sale of assets
		0.40 hrs.
01/15/2010	LAH	Preparation of revisions to Confidentiality Agreement for potential purchasers via counteroffers to R & B
		1.90 hrs.
01/15/2010	LAH	Receipt and review of emails from Oneida and Boston interested purchasers as counter offers to R & B
		0.80 hrs.
01/15/2010	LAH	Telephone call from Surya Capital -interested purchaser as counter offers to R & B
		0.30 hrs.
01/15/2010	CMP	Review eblast information to advertise sale
		0.10 hrs.
01/19/2010	EVS	Telephone call to Paul Scheer re: sale of assets and application for employment
		0.30 hrs.
01/19/2010	LAH	Telephone calls from HFM trade publication re: email blast of sale of assets
		0.60 hrs.
01/20/2010	LAH	Telephone call from Doug Stebbins, potential bidder
		0.10 hrs.
01/20/2010	LAH	Confer with Attorney Ed Sabella
		0.10 hrs.
01/20/2010	EVS	Telephone call to Paul Shear re: proposal to sell assets
		0.80 hrs.
01/20/2010	EVS	Preparation of email to Doug Stebbins, potential bidder
		0.20 hrs.
01/20/2010	EVS	Receipt and review of revisions to confidentiality agreement from Doug Stebbins, potential bidder
		0.30 hrs.
01/20/2010	EVS	Telephone call from Paul Shear re: application to employ
		0.20 hrs.
01/20/2010	LAH	Letter to auctioneer
		0.70 hrs.
01/20/2010	LAH	Receipt and review of fax from Douglas Auctioneer
		0.30 hrs.
01/20/2010	LAH	Receipt and review of confidentiality agreement from Stebbins
		0.60 hrs.
01/20/2010	LAH	Respond to email from Lifetime Brands re: confidentiality

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		agreement, potential bidder	
			0.40 hrs.
01/20/2010	CMP	Finalize correspondence to Douglas Bilodeau, potential auctioneer of misc assets	
			0.50 hrs.
01/21/2010	EVS	Telephone call from Paul Shear re: expenses and commissions	
			0.30 hrs.
01/21/2010	EVS	Receipt and review of Douglas Associates correspondence re: sale of assets, potential auctioneer	
			0.20 hrs.
01/21/2010	EVS	Receipt and review of Aaron Posnik proposal to sell assets	
			0.20 hrs.
01/21/2010	LAH	Conference with client Paul Scheer	
			0.30 hrs.
01/22/2010	EVS	Telephone call from Doug Stebbins re: customer list	
			0.30 hrs.
01/26/2010	LAH	Telephone calls from rep for Lifetime	
			0.40 hrs.
01/26/2010	LAH	Confer with Attorney Ed Sabella re: due diligence period	
			0.20 hrs.
01/26/2010	LAH	Telephone call from bidder	
			0.10 hrs.
01/26/2010	EVS	Telephone call to Attorney Shindel, attorney for potential bidder, re: due diligence	
			0.20 hrs.
01/26/2010	LAH	Receipt and review of emails from potential bidders	
			0.40 hrs.
01/27/2010	LAH	Correspondence to Sara Shindel re: due diligence	
			0.40 hrs.
01/27/2010	LAH	Correspondence to Jim Lunt re: due diligence	
			0.40 hrs.
01/27/2010	LAH	Telephone call to Sara Shindel with Attorney Ed Sabella re: due diligence	
			0.50 hrs.
01/27/2010	LAH	Review contracts for due diligence	
			1.20 hrs.
01/27/2010	EVS	Conference with client and Attorney Hogan	
			0.50 hrs.
01/27/2010	EVS	Telephone call to Aaron Posnik	
			0.50 hrs.
01/27/2010	EVS	Telephone call to Attorney Shindel, counsel to potential bidder	
			0.10 hrs.
01/27/2010	EVS	Telephone call from Attorney Shindel regarding proposed Purchase Assets	
			0.60 hrs.

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01/27/2010	LAH	Telephone call to Doug Stebbins re: due diligence	
		0.30 hrs.	
01/27/2010	LAH	Correspondence to Sara Shindel re: due diligence	
		0.30 hrs.	
01/27/2010	LAH	Instructions to paralegal re: gathering due diligence documentation	
		0.20 hrs.	
01/27/2010	LAH	Prepare correspondence re: confidentiality agreement to Sara Shindel and Doug Stebbins	
		0.50 hrs.	
01/28/2010	EVS	Receipt and review of correspondence from Attorney Shindel re: Purchase of Assets	
		0.20 hrs.	
01/28/2010	EVS	Telephone call to Attorney Shindel re: Purchase of Assets	
		0.20 hrs.	
01/28/2010	EVS	Receipt and review of proposed engagement letter from Aaron Posnik re: Employment of Auctioneer for sale	
		0.30 hrs.	
01/28/2010	LAH	Analysis of proposal from Posnik for points of negotiation	
		0.50 hrs.	
01/29/2010	LAH	Correspondence to client re: due diligence	
		0.30 hrs.	
01/29/2010	LAH	Confer with Attorney Ed Sabella re: Posnik proposal	
		0.30 hrs.	
01/29/2010	LAH	Receipt and review of email from Lifetime Brands	
		0.30 hrs.	
02/01/2010	EVS	Receipt and review of correspondence from client regarding sale of assets	
		0.30 hrs.	
02/01/2010	LAH	Receipt and review of emails from Lifetime Brands, potential bidder	
		0.40 hrs.	
02/02/2010	LAH	Telephone call from Attorney Walden re: IP for due diligence	
		0.30 hrs.	
02/02/2010	LAH	Telephone call to Fish and Richardson for IP files	
		0.20 hrs.	
02/02/2010	LAH	Telephone call to client	
		0.30 hrs.	
02/02/2010	LAH	Telephone call to counsel for Reed and Barton	
		0.30 hrs.	
02/02/2010	LAH	Emails from potential bidder	
		0.30 hrs.	
02/02/2010	LAH	Telephone call from client	
		0.10 hrs.	
02/03/2010	EVS	Telephone call from Attorney Shindel regarding proposed	

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		purchase of assets	
			0.20 hrs.
02/04/2010	EVS	Preparation of correspondence to client	
			0.40 hrs.
02/04/2010	EVS	Telephone call from client regarding counter offer of Lifetime Brands	
			0.40 hrs.
02/04/2010	EVS	Receipt and review of email from client	
			0.10 hrs.
02/05/2010	EVS	Telephone call from Attorney Shindel	
			0.30 hrs.
02/05/2010	EVS	Preparation of email to Attorney Shindel	
			0.30 hrs.
02/08/2010	EVS	Telephone call from Attorney Shindel regarding proposed purchase of assets	
			0.20 hrs.
02/09/2010	EVS	Prepare response email	
			0.10 hrs.
02/09/2010	EVS	Conference with Attorney Hogan regarding proposed court order	
			0.30 hrs.
02/09/2010	EVS	Telephone call to Attorney Monaghan regarding sale of assets	
			0.30 hrs.
02/09/2010	EVS	Telephone call from Attorney Monaghan regarding Sale of Assets	
			0.30 hrs.
02/09/2010	EVS	Telephone call to Paul Sheer regarding Employment of Auctioneer	
			0.30 hrs.
02/09/2010	LAH	Receipt and review of email from Attorney Monaghan	
			0.30 hrs.
02/09/2010	LAH	Review closing agenda	
			0.50 hrs.
02/09/2010	LAH	Telephone conference with Attorney Ed Sabella and counsel to Reed and Barton re: closing agenda	
			0.30 hrs.
02/09/2010	LAH	Initial preparations of revisions to proposed final sale order	
			0.60 hrs.
02/10/2010	LAH	Correspondence from and to Attorney Monaghan	
			0.30 hrs.
02/10/2010	LAH	Telephone call and correspondence to Attorney Bizar	
			0.20 hrs.
02/10/2010	LAH	Correspondence to and from client	
			0.30 hrs.
02/10/2010	LAH	Prepare vote to approve name change	
			0.60 hrs.

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02/10/2010	LAH	Correspondence to client re: new corporate name	
		0.50 hrs.	
02/10/2010	LAH	Initial preparation of Articles of Amendment to change corporate name	
		0.70 hrs.	
02/10/2010	LAH	Prepare initial outline for sale hearing	
		0.50 hrs.	
02/10/2010	LAH	Preparation of Motion to Change Debtor's Caption re: name change per Assets Sale Agreement	
		1.20 hrs.	
02/10/2010	LAH	Circulate proposed order to counsel	
		0.20 hrs.	
02/10/2010	EVS	Telephone call from client	
		0.10 hrs.	
02/10/2010	EVS	Telephone call to Attorney Monaghan	
		0.20 hrs.	
02/10/2010	EVS	Receipt and review of closing documents from Attorney Keefe	
		0.20 hrs.	
02/10/2010	LAH	Telephone call to counsel to Reed and Barton re: conditions to closing including name change	
		0.20 hrs.	
02/10/2010	EVS	Preparation of revisions to proposed 363 sale order	
		0.80 hrs.	
02/10/2010	EVS	Preparation of revisions to Motion to Change Name of Case	
		0.10 hrs.	
02/10/2010	EVS	Receipt and review of email from Aaron Posnik regarding Application for Employment for auction sale	
		0.10 hrs.	
02/10/2010	LAH	Review employment request from auctioneer	
		0.20 hrs.	
02/10/2010	LAH	Preparation of several revisions to proposed final sale order	
		1.40 hrs.	
02/11/2010	LAH	Several communications with counsel for secured lender and counsel for purchaser	
		0.80 hrs.	
02/11/2010	LAH	Prepare for Closing	
		1.50 hrs.	
02/11/2010	LAH	Several communications to and from client	
		0.90 hrs.	
02/11/2010	LAH	File Articles of Amendment for name change pursuant to asset purchase agreement	
		0.50 hrs.	
02/11/2010	LAH	File motion for authority to change name pursuant to Asset Purchase Agreement with purchaser	
		0.20 hrs.	

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02/11/2010	LAH	Prepare notice of filing and certificate of service	0.50 hrs.
02/11/2010	LAH	File Certificate of Service and Notice of Filing	0.20 hrs.
02/11/2010	EVS	Telephone call from Paul Scheer	0.20 hrs.
02/11/2010	EVS	Preparation of revisions to proposed sale order	1.10 hrs.
02/11/2010	EVS	Receipt and review of calculation of purchase price	0.20 hrs.
02/11/2010	EVS	Preparation for hearing on sale of assets	0.40 hrs.
02/11/2010	EVS	Telephone call from Attorney Monaghan	0.20 hrs.
02/11/2010	EVS	Telephone call from Aaron Posnik regarding employment	0.20 hrs.
02/11/2010	LAH	Revise Order	0.70 hrs.
02/12/2010	LAH	Correspondence to client re: auctioneer	0.40 hrs.
02/16/2010	EVS	Telephone call to Ralph Stone regarding auctioneer	0.30 hrs.
02/17/2010	EVS	Telephone call from Attorney Shindel regarding purchase of assets	0.10 hrs.
02/17/2010	EVS	Telephone call from John McNamara regarding purchase of assets	0.10 hrs.
02/17/2010	EVS	Receipt and review of email from Ralph Stone	0.10 hrs.
02/17/2010	EVS	Telephone call from Attorney Shindel regarding purchasing assets	0.30 hrs.
02/17/2010	EVS	Telephone call from Paul Scheer regarding employment	0.30 hrs.
02/18/2010	EVS	Telephone call to Aaron Posnik	0.10 hrs.
02/23/2010	LAH	Instructions to paralegal re: letter to intent to employ	0.10 hrs.
02/23/2010	EVS	Telephone call to Aaron Posnik regarding auction of assets	0.40 hrs.
02/23/2010	LAH	Confer with Attorney Ed Sabella re: Posnik	0.20 hrs.
02/24/2010	EVS	Telephone call from Aaron Posnik	0.20 hrs.

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02/24/2010	EVS	Telephone call from Attorney Yonofsky	0.30 hrs.
02/24/2010	LAH	Telephone call from potential purchaser of assets	0.30 hrs.
02/26/2010	LAH	Conference call with Corey Fisher	0.30 hrs.
02/26/2010	LAH	Prepare Auctioneer's Bond Statement	0.50 hrs.
02/26/2010	LAH	Prepare Affidavit of Auctioneer	0.40 hrs.
02/26/2010	LAH	Prepare Application to Employ Auctioneer	0.60 hrs.
02/26/2010	LAH	Prepare Notice of Intended Sale	0.90 hrs.
02/26/2010	EVS	Conference with Attorney Hogan regarding 363 motion and carve out	0.30 hrs.
02/26/2010	EVS	Telephone call from Aaron Posnik regarding inventory	0.50 hrs.
02/26/2010	EVS	Telephone call from Aaron Posnik regarding auction	0.50 hrs.
02/26/2010	LAH	Prepare Motion for Public Auction	1.10 hrs.
03/01/2010	EVS	Review of Application to Employ Accountant	0.20 hrs.
03/01/2010	EVS	Preparation of email to Ralph Stone re: sale of assets	0.20 hrs.
03/01/2010	EVS	Receipt and review of correspondence from Ralph Stone	0.10 hrs.
03/01/2010	EVS	Telephone call to Paul Scheer	0.20 hrs.
03/01/2010	LAH	Telephone call from interested buyer in auction	0.10 hrs.
03/02/2010	EVS	Preparation of revisions to Application to Employ Auctioneer	0.30 hrs.
03/02/2010	EVS	Returned call to Attorney Bizar regarding Carve Out	0.10 hrs.
03/02/2010	EVS	Preparation of revisions to 363 Motion to Sell Assets	0.40 hrs.
03/02/2010	EVS	Telephone call from Ralph Stone regarding Auctioneer	0.20 hrs.
03/03/2010	LAH	Correspondence to Auctioneer	0.20 hrs.
03/03/2010	LAH	Revise Application to Employ, Affidavit and Statement of Bond	0.70 hrs.

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03/03/2010	LAH	Telephone call to Maria at Aaron Posnik and Co.	0.30 hrs.
03/03/2010	LAH	Revisions to Motion to Sell	0.80 hrs.
03/04/2010	EVS	Telephone call from Paul Scheer regarding Security of Inventory	0.30 hrs.
03/09/2010	LAH	Telephone call to auctioneer	0.20 hrs.
03/09/2010	LAH	Instructions to paralegal re: declaration of electronic filing	0.10 hrs.
03/09/2010	LAH	Telephone call to auctioneer	0.20 hrs.
03/09/2010	LAH	Correspondence to auctioneer	0.30 hrs.
03/09/2010	LAH	Identification of issues re: internet mechanism and bonding	0.60 hrs.
03/09/2010	LAH	Receipt and review of email from auctioneer	0.30 hrs.
03/10/2010	LAH	Revise Motion to Sell	0.70 hrs.
03/10/2010	LAH	Review of Internet Auction Mechanism Terms and Conditions	0.30 hrs.
03/11/2010	LAH	Correspondence to auctioneer re: personal data on computers to be sold	0.30 hrs.
03/11/2010	EVS	Receipt and review of email from Attorney Vigna regarding 200K for assets at auction	0.10 hrs.
03/11/2010	EVS	Receipt and review of email from client regarding sale of computers	0.10 hrs.
03/11/2010	EVS	Receipt and review of email from Attorney Bizar	0.10 hrs.
03/11/2010	LAH	Correspondence to auctioneer re: issues pertaining to employment	0.30 hrs.
03/11/2010	LAH	Receipt and review of email from secured lender re: reduction of escrow	0.10 hrs.
03/11/2010	LAH	Correspondence to counsel for secured lender re: motion to sell and proposed auctioneer	0.50 hrs.
03/12/2010	LAH	Receipt and review of correspondence from counsel to Greenfield Commercial Credit	0.10 hrs.

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03/15/2010	LAH	Email to auctioneer	0.20 hrs.
03/15/2010	EVS	Receipt and review of correspondence from Ralph Stone regarding Sale of Assets	0.10 hrs.
03/15/2010	EVS	Receipt and review of correspondence from Greenfield Commercial Credit regarding payoff of loan	0.10 hrs.
03/15/2010	LAH	Telephone call from auctioneer	0.30 hrs.
03/16/2010	EVS	Telephone call to Paul Scheer regarding Auctioneer Application	0.30 hrs.
03/17/2010	EVS	Telephone call to Paul Scheer regarding Application and Bond	0.40 hrs.
03/23/2010	LAH	Confer with Attorney Ed Sabella re: auctioneer bonding issue	0.30 hrs.
03/24/2010	EVS	Telephone call to Paul Scheer regarding Bond	0.40 hrs.
03/25/2010	LAH	Instructions to paralegal	0.10 hrs.
03/25/2010	LAH	Correspondence to auctioneer	0.10 hrs.
03/25/2010	LAH	Revise Statement of Bonding and application related documents	0.30 hrs.
03/25/2010	LAH	Telephone call from auctioneer	0.30 hrs.
03/25/2010	EVS	Telephone call to client	0.20 hrs.
03/25/2010	EVS	Telephone call to Attorney Collins	0.20 hrs.
03/25/2010	EVS	Telephone call to client regarding meeting	0.20 hrs.
03/25/2010	EVS	Telephone call to Paul Scheer	0.20 hrs.
03/25/2010	LAH	Confer with Attorney Ed Sabella re: sale issues	0.30 hrs.
03/26/2010	EVS	Telephone call to Paul Scheer regarding Application	0.40 hrs.
03/26/2010	LAH	Finalize Application to Employ Auctioneer, exhibits and file	0.50 hrs.
03/26/2010	LAH	File Certificate of Service and Notice of Filing	0.20 hrs.
03/26/2010	LAH	Finalize motion to sell and file	0.50 hrs.
03/29/2010	LAH	Telephone call to auctioneer	

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		0.20 hrs.	
03/29/2010	LAH	Telephone call from auctioneer	
		0.30 hrs.	
03/29/2010	EVS	Telephone call to Clerk of Courts regarding Sale Dates	
		0.20 hrs.	
03/29/2010	LAH	Telephone call to court	
		0.20 hrs.	
03/30/2010	LAH	Email to client re: computers with personal information	
		0.20 hrs.	
03/30/2010	LAH	Email to auctioneer	
		0.30 hrs.	
03/30/2010	EVS	Telephone call from Paul Scheer regarding Auction Dates	
		0.20 hrs.	
03/30/2010	EVS	Telephone call to Paul Scheer regarding Auction Dates	
		0.10 hrs.	
03/30/2010	EVS	Receipt and review of email from Attorney Weiner regarding Auctioneer	
		0.10 hrs.	
03/30/2010	LAH	Telephone call to auctioneer	
		0.30 hrs.	
03/30/2010	LAH	Email from auctioneer	
		0.10 hrs.	
03/30/2010	PAR	Telephone call to Maria at Aaron Posnik to confirm the Auction dates and the inspection date	
		0.10 hrs.	
03/31/2010	EVS	Telephone call to Attorney Weiner	
		0.20 hrs.	
03/31/2010	EVS	Telephone call from Attorney Weiner regarding Auctioneer	
		0.20 hrs.	
03/31/2010	LAH	File Amended Notice of Sale	
		0.20 hrs.	
03/31/2010	PAR	Mailing of Notice of Intended Public Sale of Estate Property (300)	
		1.30 hrs.	
04/02/2010	LAH	Email to Attorneys Bizar and Vigna	
		0.40 hrs.	
04/05/2010	EVS	Receipt and review of email from Mike Smith at Berkshire Insurance Corporation	
		0.10 hrs.	
04/05/2010	EVS	Receipt and review of Charlie Pearl offer from Ralph Stone	
		0.20 hrs.	
04/27/2010	LAH	Email to client re: auction preparation	
		0.20 hrs.	
04/28/2010	EVS	Preparation of email to client regarding Security Code	
		0.40 hrs.	

04/28/2010	EVS	Telephone call from Paul Scheer regarding Security Code	0.30 hrs.
05/06/2010	LAH	Email to auctioneer	0.10 hrs.
05/06/2010	LAH	Prepare for and attend hearing re: Motion to Sell	4.50 hrs.
05/06/2010	LAH	Telephone call from auctioneer	0.10 hrs.
05/07/2010	PAR	Telephone conference with Paul Scheer	0.10 hrs.
05/07/2010	PAR	Mail letter along with copy of Amended Notice of Sale to interested parties regarding auction	0.20 hrs.
05/07/2010	PAR	Draft letter to Interested parties regarding auction	0.30 hrs.
05/07/2010	LAH	Final approval	0.40 hrs.
05/07/2010	LAH	Confer with Attorney Ed Sabella	0.50 hrs.
05/07/2010	LAH	Telephone call to and from auctioneer	0.50 hrs.
05/07/2010	LAH	Receipt and review of various drafts of Auction notices	0.50 hrs.
05/07/2010	LAH	Revise letter to interested bidders	0.10 hrs.
05/07/2010	PAR	Telephone call to interested parties regarding Auction	0.50 hrs.
05/10/2010	LAH	Confer with Attorney Ed Sabella re: auctioneer	0.20 hrs.
05/12/2010	EVS	Receipt and review of correspondence from Attorney Weiner re: sale	0.20 hrs.
05/18/2010	EVS	Telephone conference with Aaron Posnik regarding Auction	0.20 hrs.
05/20/2010	LAH	Telephone call from client	0.10 hrs.
05/20/2010	LAH	Confer with Attorney Ed Sabella	0.30 hrs.
05/20/2010	LAH	Emails to client re: computer issues related to sale of assets	0.40 hrs.
05/20/2010	LAH	Telephone call to computer servicer	0.20 hrs.
05/20/2010	LAH	Confer with auctioneer re: computer personal information	0.20 hrs.
05/21/2010	EVS	Telephone conference with Paul Scheer regarding auction of	

		computers	0.20 hrs.
05/21/2010	EVS	Receipt and review of email from Attorney Vigna	0.10 hrs.
05/24/2010	EVS	Preparation of email to Attorney Vigna	0.20 hrs.
05/24/2010	EVS	Telephone conference with client regarding auction and insurance issues	0.40 hrs.
05/24/2010	EVS	Receipt and review of email from Attorney Vigna	0.10 hrs.
05/25/2010	EVS	Telephone conference with Attorney Collins regarding sale proceeds from auction	0.50 hrs.
05/25/2010	EVS	Conference call with Attorney Alex Hogan and Stockholder regarding auction of company's assets	0.50 hrs.
05/25/2010	LAH	Telephone conference with Attorney Ed Sabella and Joe Collins re: auction proceeds	0.40 hrs.
05/25/2010	LAH	Telephone call from client re: auction, proceeds, lease, computer issues	0.30 hrs.
05/26/2010	EVS	Representation at auction in Greenfield	4.00 hrs.
05/27/2010	LAH	View online auction	0.10 hrs.
05/27/2010	LAH	Telephone call to auctioneer with Attorney Ed Sabella	0.20 hrs.
05/27/2010	EVS	Telephone conference with Attorney Weiner regarding auction	0.30 hrs.
05/27/2010	EVS	Telephone conferences with Paul Scheer regarding auction	0.60 hrs.
05/27/2010	EVS	Telephone conference with client	0.20 hrs.
05/27/2010	LAH	Receipt and review of email from client re: auction proceeds	0.60 hrs.
05/27/2010	LAH	Confer with Attorney Ed Sabella	0.20 hrs.
05/27/2010	LAH	Conference call with Attorney Ed Sabella and Gary Weiner re: auction proceeds	0.30 hrs.
05/28/2010	EVS	Telephone conference with client	0.30 hrs.
05/28/2010	EVS	Telephone conference with Paul Scheer regarding auction results	

LUN003	LUNT SILVERSMITHS, INC.	Invoice#84458	Page 17
		0.30 hrs.	
06/01/2010	LAH	Preparation of draft application of Auctioneer for Compensation	
		0.90 hrs.	
06/02/2010	LAH	Email to Auctioneer	
		0.10 hrs.	
06/02/2010	EVS	Preparation of revisions to Application to Compensate Auctioneer	
		0.50 hrs.	
06/02/2010	EVS	Telephone conference with Attorney Collins	
		0.40 hrs.	
06/02/2010	LAH	Revisions to Application to Compensate	
		0.40 hrs.	
06/02/2010	LAH	Correspondence to Attorney Vigna re: asset disposition at auction	
		0.30 hrs.	
06/03/2010	EVS	Telephone conference with Ralph Stone regarding payoff to Greenfield	
		0.30 hrs.	
06/08/2010	EVS	Telephone conference with Paul Scheer regarding auction proceeds and salvage companies	
		0.30 hrs.	
06/11/2010	EVS	Telephone conference with Paul Scheer regarding accounting and auction proceeds	
		0.30 hrs.	
06/11/2010	EVS	Receipt and review of email from Attorney Vigna regarding deposit of funds	
		0.20 hrs.	
06/15/2010	EVS	Conference with Paul Scheer	
		0.30 hrs.	
06/15/2010	EVS	Telephone conference with Paul Scheer regarding auction proceeds	
		0.30 hrs.	
06/15/2010	EVS	Telephone conference with Paul Scheer	
		0.30 hrs.	
06/15/2010	LAH	Email to counsel for secured creditor	
		0.30 hrs.	
06/16/2010	EVS	Review of calculation of auctioneer expenses	
		0.10 hrs.	
06/16/2010	EVS	Telephone conference with Ralph Stone regarding payoff to Greenfield	
		0.40 hrs.	
06/16/2010	LAH	Conference call with Attorney Ed Sabella and Rocky re: auction proceeds	
		0.30 hrs.	
06/18/2010	EVS	Telephone conference with Rocky	

LUN003	LUNT SILVERSMITHS, INC.	Invoice#84458	Page 18
		0.10 hrs.	
06/18/2010	EVS	Telephone conference with Aaron Posnik	
		0.10 hrs.	
06/18/2010	EVS	Telephone conference with Rocky	
		0.30 hrs.	
06/22/2010	EVS	Telephone conference with Dan Fontana re: auction bond	
		0.20 hrs.	
06/23/2010	PAR	Request check and prepare federal express package to Mr. Edward P. Lewan	
		0.30 hrs.	
06/24/2010	EVS	Telephone conference with client regarding auction proceeds	
		0.30 hrs.	
06/24/2010	EVS	Conference with Attorney Alex Hogan	
		0.20 hrs.	
06/24/2010	EVS	Telephone conference with Dan Fontana regarding Release of Bond	
		0.20 hrs.	
06/25/2010	EVS	Telephone call to Paul Scheer regarding bond	
		0.30 hrs.	
06/25/2010	EVS	Receipt and review of correspondence from Dan Fontaine regarding release of auctioneer bond	
		0.30 hrs.	
06/25/2010	LAH	Confer with bond insurance carrier re: release of auctioneer's bond	
		0.30 hrs.	
06/28/2010	LAH	Correspondence to Aaron Posnik's office re: auction proceeds and related issues	
		0.60 hrs.	
06/30/2010	LAH	Telephone call from auctioneer	
		0.30 hrs.	
06/30/2010	LAH	Email to auctioneer re: title	
		0.20 hrs.	
06/30/2010	LAH	Email from client re: van title	
		0.10 hrs.	
07/01/2010	LAH	Receipt and review of email re: auctioneer bond	
		0.10 hrs.	
07/02/2010	LAH	Instructions to paralegal	
		0.20 hrs.	
07/02/2010	LAH	Prepare Notice of Filing and Certificate of Service for Application to Compensate	
		0.40 hrs.	
07/02/2010	LAH	Prepare Proposed Order re: Auctioneer Compensation	
		0.30 hrs.	
07/02/2010	LAH	Revise Application for Compensation	
		0.70 hrs.	

LUN003	LUNT SILVERSMITHS, INC.	Invoice#84458	Page 19
07/06/2010	EVS	Telephone conference with client	0.20 hrs.
07/06/2010	EVS	Telephone conference with Attorney Collins	0.20 hrs.
07/06/2010	EVS	Telephone conference with Ralph Stone regarding Accounting	0.20 hrs.
07/12/2010	PAR	Drafted Declaration of Electronic Filing for Paul Scheer to sign regarding Application for compensation and Request for Order Releasing Bond	0.20 hrs.
07/12/2010	PAR	Deposit of check from Aaron Posnik to clients funds	0.10 hrs.
07/12/2010	LAH	Review auctioneer's report of commission and expenses	0.40 hrs.
07/12/2010	LAH	Finalize Application and exhibits	0.40 hrs.
07/12/2010	LAH	Email to Aaron Posnik with revised Application	0.20 hrs.
07/12/2010	LAH	Revise Application	0.40 hrs.
07/12/2010	LAH	Letter to secured creditor re: proceeds	0.50 hrs.
07/12/2010	EVS	Telephone conference with Attorney Collins	0.10 hrs.
07/12/2010	LAH	Analysis of proceeds from auction for distribution	0.20 hrs.
07/12/2010	LAH	Telephone call to Maria at Aaron Posnik's re: accounting and application for compensation	0.30 hrs.
07/12/2010	LAH	Confer with Attorney Ed Sabella re: auction proceeds distribution	0.20 hrs.
07/12/2010	PAR	Review with Attorney Ed Sabella and Attorney Alex Hogan	0.20 hrs.
07/13/2010	PAR	Finalize letter to Edward P. Lewan	0.20 hrs.
07/13/2010	PAR	File Certificate of Service with Notice of Filing re: Application to Compensate Auctioneer	0.20 hrs.
07/13/2010	EVS	Review of disbursement to Greenfield Credit	0.20 hrs.
07/13/2010	PAR	File Application of Aaron Posnik & Co., Inc. for Compensation and Request for Order Releasing Bond, Exhibits and Declaration of Electronic Filing signed by Paul Scheer	0.70 hrs.

**SUMMARY OF PROFESSIONALS**

Services Related to GCC Asset Liquidation  
(December 18, 2009 through July 13, 2010)

Name of Professional Individual	Initials	Position with Shatz, Schwartz and Fentin, P.C.	Hourly Billing Rate	Total Billed Hours	Total Compensation
Edward V. Sabella	EVS	Partner	\$345.00	49.40	\$17,043.00
Lina Alexandra Hogan	LAH	Associate	\$200.00	73.80	\$14,760.00
Patricia A. Ransom	PAR	Paralegal	\$130.00	4.4	\$572.00
Christine M. Parizo	CMP	Paralegal	\$130.00	7.2	\$962.00
<b>Grand Totals:</b>				<b>134.80</b>	<b>33,337.00</b>

**EXPENSE SUMMARY CHART**

Expenses Related to GCC Asset Liquidation  
(December 18, 2009 through July 13, 2010)

Expense Billing Category	Value
Photocopies	\$246.70
Facsimiles	\$30.00
Postage	\$495.00
Filing Fee-Change of Debtor's Name with Secretary of State in connection with R&B Sale	\$109.00
<b>Total</b>	<b>\$880.70</b>

09\0185\SSF Application and Compensation\Exhibit G Summary Chart.4801

**BIOGRAPHIES - SHATZ, SCHWARTZ AND FENTIN, P.C.**

**EDWARD V. SABELLA**

Attorney Sabella joined the firm of Shatz, Schwartz and Fentin, P.C. in August 2002. He was admitted to the Massachusetts and U.S. District Court, District of Massachusetts, 1976; Education: St. Michaels College (B.A. 1972); Western New England College (J.D. 1976) Member: Commercial Law League of America, Hampden County and Massachusetts Bar Associations. Concentration: Bankruptcy; Creditors Rights; Business/Corporate; Commercial Litigation; Civil Litigation.

**L. ALEXANDRA HOGAN**

Attorney Hogan has been employed with Shatz, Schwartz and Fentin, P.C. since March, 2005. From that time until May 2008, Attorney Hogan was a paralegal concentrating in the areas of Bankruptcy, Creditors Rights, Business/Corporate, and Civil Litigation. She has total of 10 years of paralegal experience. Attorney Hogan graduated from Bay Path College *summa cum laude* with a Bachelor of Science in Legal Studies. From 2004 through 2008, Attorney Hogan attended Western New England College School of Law. She was also a member of Western New England Law Review, which published her student note. Attorney Hogan graduated from Western New England College School of Law in May 2008 with *cum laude* honors and was admitted to practice law in Massachusetts in December 2008, and in Connecticut in June 2009. Attorney Hogan continues her employment with Shatz, Schwartz and Fentin, P.C. as an associate attorney concentrating in Bankruptcy, Creditors Rights, Business/Corporate, and Civil Litigation.

**PATRICIA RANSOM**

Ms. Ransom has been with Shatz, Schwartz and Fentin, P.C. since February 2010. She is a Paralegal to Attorneys Sabella and Hogan, where their practice is concentrated in bankruptcy and creditor's rights. Ms. Ransom has 6 years prior legal experience.

**CHRISTINE PARIZO**

Ms. Parizo was employed with Shatz, Schwartz and Fentin, P.C. from July 2009 through January 2010. She was a paralegal to Attorneys Sabella and Hogan, where their practice is concentrated in bankruptcy and creditor's rights. Ms. Parizo was a graduate of Boston College and had several years of prior legal experience, including bankruptcy.

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

In re:  
GREENFIELD SILVER, INC.  
f/k/a Lunt Silversmiths, Inc.  
Debtor

Chapter 11  
Case No. 09-32228-HJB

CERTIFICATE OF SERVICE

I, Edward V. Sabella, counsel to the Debtor in the above-captioned bankruptcy proceeding, do hereby certify that on July 23, 2010, I served electronically and/or by first-class mail, postage prepaid, upon the attached list of interested parties, copies of the Notice of Filing<sup>1</sup> (**attached as Exhibit A**) regarding the following: [99] First Interim Application of Shatz, Schwartz and Fentin, P.C. as Counsel to the Debtor-in-Possession for Compensation and Reimbursement of Expenses.

Dated this 23rd day of July 2010.

Respectfully submitted,  
GREENFIELD SILVER, INC.

By: /s/ Edward V. Sabella  
Edward V. Sabella, Esquire  
BBO #436820  
esabella@ssfpc.com  
L. Alexandra Hogan, Esquire  
BBO #672561  
lahogan@ssfpc.com  
Shatz, Schwartz and Fentin, P.C.  
1441 Main Street  
Springfield, MA 01103  
Telephone (413) 737-1131  
Facsimile (413) 736-0375

<sup>1</sup> Pursuant to Court order dated December 21, 2009 regarding general notice procedures.

**SERVICE LIST**

**U.S. TRUSTEE**

Richard T. King, Esquire  
Assistant U.S. Trustee  
446 Main Street, 14th Floor  
Worcester, MA 01608

**OTHER**

John J. Monaghan, Esq.  
Holland & Knight, LLP  
General Counsel, Reed & Barton  
10 St. James Avenue  
Boston, MA 02116

**UNSECURED CREDITORS COMMITTEE**

Gary Weiner, Esquire  
Counsel to Unsecured Creditors Committee  
Weiner and Lange, P.C.  
95 State Street, Suite 918  
Springfield, MA 01103

Alan B. Cabot  
P.O. Box 332  
East Longmeadow, MA 01028

Alan B. Cabot  
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West Springfield, MA 01089

The 925 Inc.  
9825 Owensmouth Avenue  
Chatsworth, CA 91311-3802

GBG SRL  
c/o AVV. Paola Babboni  
Via Duca D'Aosta 5  
Castelfiorentino, Florence, Italy

**SECURED CREDITORS**

David J. Vigna, Esquire  
General Counsel  
Greenfield Commercial Credit LLC

300 E. Long Lake Rd., Ste 180  
Bloomfield Hills, MI 48304

David Bizar, Esquire (Representing Greenfield Commercial Credit LLC)  
McCarter & English LLP  
265 Franklin Street  
Boston, MA 02110

**TAXING AUTHORITIES**

Internal Revenue Service  
P.O. Box 21126  
Philadelphia, PA 19114

Massachusetts Department of Revenue  
Bankruptcy Unit  
100 Cambridge Street, 7<sup>th</sup> Floor  
P.O. Box 9564  
Boston, MA 02114

Town of Greenfield  
Collectors Office  
14 Court Square  
Greenfield, MA 01301

**TOP 20 UNSECURED CREDITORS**

Laurie Burns  
41 Madison L.P.  
c/o Rudin Management  
345 Park Avenue  
New York, NY 10154

Greenberg, Rosenblatt, Kull & Bitsoli  
P.O. Box 15034  
Worcester, MA 01615-0034

Jonathan L. Flaxer, Esq.  
Michael S. Weinstein, Esq. (Representing 41  
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180 Froehlick Farms Blvd.  
Woodbury, NY 11797

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P.O. Box 1270  
Newark, NJ 07101

**Isabel Cabanillas, S.A.  
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08750 Molins De Rei  
Barcelona, Spain**

Victor W. Newmark, Esquire (Representing  
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Wiles & Wiles, LLP  
800 Kennesaw Avenue, Suite 400  
Marietta, GA 30060-7946

John W. Foster  
Foster & Company  
P.O. Box 79  
Cos Cob, CT 06807-0079

AmericasMart Real Estate LLC  
240 Peachtree Street NW  
Atlanta, GA 30303

JR Studios Inc.  
c/o C2C Resources, LLC  
56 Perimeter Center East  
Atlanta, GA 30346

Bank of America  
Business Card  
P.O. Box 15710  
Wilmington, DE 19886-5710

Lyle & Associates  
230 Spring Street  
Suite 823  
Atlanta, GA 30303

**Borda SL**  
**c/o Xavier Cunill**  
**Santiago Rosignol 3**  
**San Vicens de Montalt, 08394**  
**Barcelona Spain**

**Meraj Exports**  
**Near Iqbal Building**  
**Nai Basti Mohd Ali Road**  
**Baradari, Moradabad 244001**  
**India**

F.J. Whalen & Company  
2602 Dallas Trade Mart  
Dallas, TX 75207

**Osborne Tableware Limited**  
**Imperial Works, Sheffield Road**  
**Sheffield S9 2YL**  
**England**

GBG  
Via Benvenuto Cellini  
11/13 - Loc Sambuca  
50028 Tavarnelle Val Di Pesa, Italy

Stern Leach Company  
P.O. Box 2018  
Attleboro, MA 02703

Sean W. Gilligan  
Gesmer Updegrave LLP  
40 Broad Street  
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Mandy Elmore  
The Blessing Bank, Inc.  
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Dallas, TX 75205

The 925 Inc.  
9825 Owensmouth Avenue  
Chatsworth, CA 91311-3802

**Wacker**  
**Wacker Industrial Building**  
**11 Mok Cheong Street**  
**Tokwawan Kowloon**  
**Hong Kong**

Mr. James H. Lunt  
P.O. Box 1010  
Greenfield, MA 01302

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UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

**In re:**  
**GREENFIELD SILVER, INC.**  
**f/k/a Lunt Silversmiths, Inc.**  
**DEBTOR**

**Chapter 11**  
**Case No. 09-32228-HJB**

**NOTICE OF FILING**

PLEASE TAKE NOTICE that the undersigned, on behalf of Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor") has filed a First Interim Application of Shatz, Schwartz and Fentin, P.C. as Counsel to the Debtor-in-Possession for Compensation and Reimbursement of Expenses (the "SSF First Interim Application") with this Court which addresses the following: The SSF First Interim Application seeks permission to compensate and reimburse Shatz, Schwartz and Fentin, P.C., as Counsel to the Debtor-in-Possession, for services and costs associated with liquidation of assets.

PLEASE TAKE NOTICE that the SSF First Interim Application, and any exhibits attached thereto, are available for download in pdf format from the Shatz, Schwartz and Fentin, P.C. website, [www.ssfpc.com](http://www.ssfpc.com). By clicking the "Pleadings/Downloads" button on the left hand side of the home page, the user will be taken to another page within the website from which the SSF First Interim Application and any related exhibits can be downloaded for free. A free copy of the Adobe Reader may be downloaded from [www.adobe.com](http://www.adobe.com), which may be used to open these files. In the event you cannot open these files, you may make a written request for paper copies by contacting the undersigned, which request will be satisfied forthwith.

SHATZ, SCHWARTZ AND FENTIN, P.C.

Dated July 23, 2010

By: /s/ Edward V. Sabella  
Edward V. Sabella, Esquire  
[esabella@ssfpc.com](mailto:esabella@ssfpc.com)  
BBO #436820  
L. Alexandra Hogan, Esquire  
[lahogan@ssfpc.com](mailto:lahogan@ssfpc.com)  
BBO #672561  
1441 Main Street – Suite 1100  
Springfield, MA 01103  
Telephone - (413) 737-1131  
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Attorneys for the Debtor