

**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

APPLICATION TO EMPLOY JW GREEN COMPANY, INC.

(REQUEST TO LIMIT NOTICE)

Now comes the debtor-in-possession, Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor"), by and through counsel, and hereby respectfully prays that it be granted authority to employ JW Green Company, Inc. ("JW") for clean up and scrap removal and recycling services to be conducted at 298 Federal Street, Greenfield, Ma (the "Premises"). In support thereof, the Debtor respectfully states as follows:

1. On December 18, 2009 the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code with this Court.
2. The matters set forth herein constitute core proceedings, pursuant to 28 U.S.C. §157(b)(2)(A).
3. Prior to the filing of the petition the Debtor operated a silver flatware and giftware manufacturing and retail business located at the Premises.
4. The Debtor has been liquidating its assets through this Chapter 11.
5. In May 2010 the Debtor conducted a public auction at the Premises of nearly all of its personal property. Various outdated and non-saleable equipment and machinery that was not sold at the auction remains on the Premises, along with a cardboard, paper and other scrap.

6. The Debtor wishes to completely clean out the Premises so that it may prepare to sell the real estate located at the Premises.

7. The Debtor wishes to have JW furnish all of the labor and perform all of the scrap removal and recycling services at the Premises.

8. The services to be performed by JW upon Court approval of this Application are more fully set forth in the contract between the Debtor and JW attached hereto as Exhibit A, but in summary are as follows (the "Services"):

- (a) Attic. JW will remove paper and cardboard, but JW cannot remove the wooden shelves.
- (b) First and Second Floors. JW will remove all steel, machines and loose debris from the first and second floors and leave them in broom swept condition.
- (c) Basement. JW will organize the basement, although it will not perform any removal in the basement.
- (d) Old Steam Press and Two Drop Hammer Bases. JW will remove the old steam press and two drop hammer bases ("Heavy Machines") located on the first floor. Due to the size of and the manner in which the Heavy Machines have been affixed to the Premises, removal will require a jackhammer and labor and costs as provided below. JW will hire a local contractor to perform the jack hammering services and labor.

9. The Services will be provided by JW in return for the value of the steel and scrap metal which it will remove, with the exception of the removal of the Heavy Machines. The labor and costs associated with services for removal of the Heavy Machines will be Three Thousand

and 00/100 (\$3,000.00) Dollars or less which will not be paid for by the Debtor, but rather James H. Lunt personally.

10. Upon Court Approval, JW will deposit with the Debtor's undersigned counsel (the "Escrow Agent") Ten Thousand and 00/100 (\$10,000.00) Dollars (the "Performance Escrow") as assurance for JW's faithful and complete performance of all Services to the Debtor's satisfaction. Upon satisfactory completion of Services, the Escrow Agent shall release the Performance Escrow to JW without further approval or order of the Bankruptcy Court.

11. On information and belief, JW is disinterested, and does not hold or represent any interest adverse to the estate. To the best of the Debtor's knowledge, JW has no connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee. JW has provided an Affidavit attached hereto as Exhibit B.

12. Request is hereby made to limit notice regarding this Application upon the individuals and entities served with this Application, which are as follows: the U.S. Trustee, the Debtor, JW, the top twenty unsecured creditors, the creditors committee, and Gary Weiner, Esquire as counsel to the creditors committee.

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

WHEREFORE, the Debtor respectfully prays:

1. That this Court authorize the Debtor to employ JW Green Company, Inc. for its Services, according to the terms herein; and
2. For such further relief as this Court deems just and proper.

Respectfully submitted this 13th day of August, 2010.

Respectfully submitted,

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: /s/ Edward V. Sabella

Edward V. Sabella, Esquire

esabella@ssfpc.com

BBO #436820

L. Alexandra Hogan, Esquire

lahogan@ssfpc.com

BBO #672561

1441 Main Street – Suite 1100

Springfield, MA 01103

Telephone - (413) 737-1131

Facsimile - (413) 736-0375

09\0185\JW Green Company\Application employ scrap.4801

JW Green Company, Inc.
276 South Washington Street
Plainville, CT 06062

James H. Lunt, President
Greenfield Silver, Inc.
f/k/a Lunt Silversmiths, Inc.
P.O. Box 1010
298 Federal Street
Greenfield, MA 01302

Re: Agreement for Clean Up and Scrap

Dear Mr. Lunt:

In accordance with your request, JW Green Company, Inc. ("JW") would be pleased to perform services for Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. ("Lunt") at 298 Federal Street, Greenfield, Massachusetts (the "Premises") as set forth below.

1. **Scope of Services.** JW shall furnish all of the labor and perform all of the services at the Premises, except as otherwise set forth herein, as follows (collectively from time to time the "Services"):

a. **Attic.** JW will remove paper and cardboard, but JW cannot remove the wooden shelves.

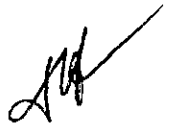
b. **First and Second Floors.** JW will remove all steel, machines and loose debris from the first and second floors and leave them in broom swept condition.

c. **Basement.** JW will organize the basement, although it will not perform any removal in the basement.

d. **Old Steam Press and Two Drop Hammer Bases.** JW will remove the old steam press and two drop hammer bases ("Heavy Machines") located on the first floor. Due to the size of and the manner in which the Heavy Machines have been affixed to the Premises, removal will require a jackhammer and labor and costs as provided in Paragraph 6 herein below. JW will hire a local contractor to perform the jack hammering services and labor.

e. **Order of Performance.** JW shall initiate performance of its Services in the attic and work its way downward from floor to floor, finally completing its Services in the basement.

2. **Time for Performance of Services and Court Approval.** JW acknowledges that Lunt is a Chapter 11 Debtor-in-Possession (Case No. 09-32228-HJB) in the United States Bankruptcy Court for the District of Massachusetts Western Division (the "Court") and that this Agreement and employment of JW is subject to approval by the Court ("Court Approval"). The



Services shall be performed within sixty (60) days or sooner of Court Approval. Time is of the essence.

3. **Best Efforts**. Notwithstanding the time set forth in paragraph 2 hereinabove, JW will at all times exert its best efforts to complete the Services at the earliest possible time and will at all times furnish sufficient labor to assure the most efficient and speediest Services. JW will at all times use its best efforts to keep the Premises secure and free from harm. JW shall use proper care in the performance of its Services and shall not cause damage to the Premises or its adjacent/adjoining properties and JW shall indemnify and hold Lunt harmless from any liabilities, claims, or demands for damage to such adjoining or adjacent property.

4. **Access to the Premises**. Lunt will provide unfettered access of the Premises to JW to enable it to perform the Services within the timeframe designated in Paragraph 2 herein.

5. **Independent Contractor**. JW warrants and represents to Lunt that it is fully experienced and properly qualified to perform the Services and that it is properly equipped, organized and financed to perform such Services. JW shall finance its own Services and operate as an independent contractor of Lunt and not as an agent and shall indemnify and hold Lunt free and harmless from all liabilities and costs by reasons of any act, omission, or representation of JW or its subcontractors, agents or employees.

6. **Consideration**. The Services will be provided by JW in return for the value of the steel and scrap metal, with the exception of the removal of the Heavy Machines. The labor and costs associated with services for removal of the Heavy Machines will be Three Thousand and 00/100 (\$3,000.00) Dollars or less.

7. **Method of Payment**. Payment for removal of the Heavy Machines shall be made by James H. Lunt, personally, upon the satisfactory completion of the Services.

8. **Performance Escrow**. Upon Court Approval JW will deposit with Lunt's counsel (the "Escrow Agent") Ten Thousand and 00/100 (\$10,000.00) Dollars (the "Performance Escrow") as assurance for JW's faithful and complete performance of all Services to Lunt's satisfaction. Upon satisfactory completion of Services, the Escrow Agent shall release the Performance Escrow to JW without further approval or order of the Bankruptcy Court.

9. **Permits and Licenses**. JW shall at its own cost and expense apply for and obtain all necessary permits and licenses which may be required to perform the Services in the Commonwealth of Massachusetts. JW shall at all times strictly comply with and conform to all rules and regulations and to all laws, ordinances and regulations (including but without limitation all applicable building codes and requirements) of all governmental authorities relating to the manner of doing the Services to be performed under this Agreement.

10. **Insurance**. JW shall at all times, commencing with the date upon which the Services begin, carry the following types of insurance: general liability, automobile, workers compensation and employers' liability, in amounts acceptable to Lunt, until the Services have been satisfactorily performed as set forth in this Agreement. JW shall provide evidence of such insurance upon written request made by Lunt. Each of said policies shall contain a provision to the effect that it may not be cancelled except upon ten (10) days prior written notice to Lunt.

11. **Default.** The following shall be events of default under this Agreement:

a. JW shall default in the performance of any of the Services provided for herein; or

b. The parties shall default in the performance or observance of any other Agreement or condition on its part to be performed or observed under this Agreement and such default shall continue for five (5) days after written notice thereof.

12. **Remedies.** Upon the occurrence of an event of default the following remedies shall be available:

a. At its option, Lunt may serve upon JW notice that this Agreement is terminated. No such expiration or termination of this Agreement shall relieve JW of its liability and obligations hereunder;

b. Lunt shall be entitled to the full amount of the Performance Escrow, without further order of the Court;

c. The parties shall have all legal and equitable rights and remedies available to them; and

d. Should any of the parties hereto initiate litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to the costs and expenses to enforce this Agreement, including reasonable attorneys' fees.

13. **Notices.** All notices to the parties shall be in writing and shall be sent by registered or certified mail to the addressees and addresses specified below:

If to Lunt or James H. Lunt:

Greenfield Silver, Inc.
P.O. Box 1010
298 Federal Street
Greenfield, MA 01302

with a copy to:

Edward V. Sabella, Esquire
Shatz, Schwartz and Fentin, P.C.
1441 Main Street
Springfield, MA 01103

If to JW:

JW Green Company, Inc.
276 South Washington Street
Plainville, CT 06062

14. **Governing Law And Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States of America applicable to transactions within the Commonwealth of Massachusetts and jurisdiction shall be retained by the United States Bankruptcy Court set forth in Paragraph 2 herein.

15. **Counterparts.** This Agreement may be executed in multiple identical counterparts, each of which when duly executed shall be deemed an original, and all of which shall be construed together as one Agreement.

16. **Representation.** The parties hereto have carefully read and understand the effect of this Agreement; each has had the assistance of separate counsel in carefully reviewing, discussing and considering all terms of this Agreement; and counsel for each has read and considered this Agreement and advised such party to execute the same.

17. **Entire Agreement.** This Agreement supersedes all Agreements previously made between the parties relating to its subject matter.

18. **Paragraph Title.** The paragraph titles used as heading for the various Paragraphs of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to this Agreement.

The parties each agree to the terms and conditions set forth herein, subject to the Court's Approval.

Dated this 2 day of AUG, 2010.

JW GREEN COMPANY, INC.

By: _____
Gerald Green
Its Vice President and Duly Authorized
Representative

GREENFIELD SILVER, INC.

By:  _____
James H. Lurt
Its President

14. **Governing Law And Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States of America applicable to transactions within the Commonwealth of Massachusetts and jurisdiction shall be retained by the United States Bankruptcy Court set forth in Paragraph 2 herein.

15. **Counterparts.** This Agreement may be executed in multiple identical counterparts, each of which when duly executed shall be deemed an original, and all of which shall be construed together as one Agreement.

16. **Representation.** The parties hereto have carefully read and understand the effect of this Agreement: each has had the assistance of separate counsel in carefully reviewing, discussing and considering all terms of this Agreement: and counsel for each has read and considered this Agreement and advised such party to execute the same.

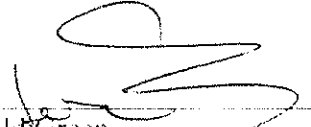
17. **Entire Agreement.** This Agreement supersedes all Agreements previously made between the parties relating to its subject matter.

18. **Paragraph Title.** The paragraph titles used as heading for the various Paragraphs of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to this Agreement.

The parties each agree to the terms and conditions set forth herein, subject to the Court's Approval.


Dated this 20th day of June, 2010.

JW GREEN COMPANY, INC.

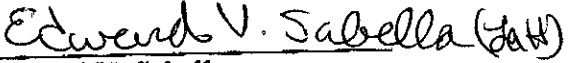
By: 
Gerald Green
Its Vice President and Duly Authorized
Representative

GREENFIELD SILVER, INC.

By: _____
James H. Lunt
Its President

By: 
James H. Lunt, Individually

SHATZ, SCHWARTZ AND FENTIN, P.C.

By: 
Edward V. Sabella
Escrow Agent

09\0185\Scrap\Scrap Contract.4801

**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

AFFIDAVIT OF JW GREEN COMPANY, INC.

Now comes Gerald Green, and respectfully states the following under oath:

1. I am the Vice President and duly authorized representative of JW Green Company, Inc. ("JW").
2. JW is a Connecticut corporation, duly organized and legally existing, and is duly authorized and licensed to conduct clean up and scrap metal removal and recycling services ("Services") in the Commonwealth of Massachusetts.
3. JW is qualified to conduct the Services for the debtor-in-possession Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor"), as JW is a reputable company which has over 50 years of experience in this business. JW is properly qualified, equipped, organized and financed to perform such Services.
4. Neither I, nor any representative or owner of JW, holds or represents any interest adverse to the Debtor.
5. Neither I, nor any representative or owner of JW, has any connections with the Debtor, its creditors, or other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

6. JW, its owners and representatives, and I are "disinterested persons" as that term is defined in 11 U.S.C. §101(14).

7. JW, its owners and representatives, and I have not agreed to share with any person, except members of my firm, the compensation to be paid for services rendered in this case.

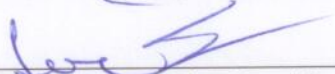
8. JW has not received a retainer in this case.

9. This statement shall be amended immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstances relating thereto.

10. I have reviewed the provisions of M.L.B.R. 2016-1.

11. I declare under the penalty of perjury that the foregoing is true and correct.

JW GREEN COMPANY, INC.



Gerald Green, Vice President
And Duly Authorized Representative

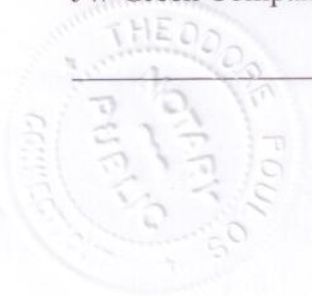
Dated: August 13, 2010

COMMONWEALTH OF MASSACHUSETTS

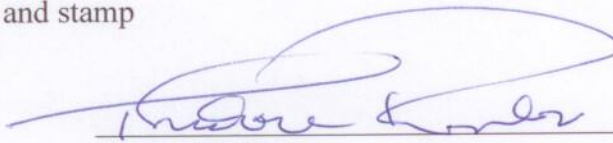
Plominville, Ct., ss.

August 13, 2010

On this August 13, 2010 before me, the undersigned notary public, personally appeared, Gerald Green proved to me through satisfactory evidence of identification, namely the person was [known to me, identified by affirmation of a credible witness, or identified in Perron], to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person is the duly authorized Vice President and duly authorized representative of JW Green Company, Inc. and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such JW Green Company, Inc.



_____ sign and stamp



Notary Public

My Commission Expires:

9/30/11

OFFICIAL FORM 7

**United States Bankruptcy Court
District of Massachusetts**

In re Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. Debtor(s)

Case No. 09-32228(HJB)
Chapter 11

DECLARATION RE: ELECTRONIC FILING

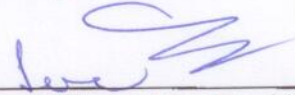
PART I- DECLARATION OF PETITIONER

I Gerald Green, *hereby declare(s) under penalty of perjury* that all of the information contained in my Affidavit of JW Green Company, Inc. (singly or jointly the "Document"), filed electronically, is true and correct. I understand that this *DECLARATION* is to be filed with the Clerk of Court electronically concurrently with the electronic filing of the Document. I understand that failure to file this *DECLARATION* may cause the Document to be struck and any request contained or relying thereon to be denied, without further notice.

I further understand that pursuant to the Massachusetts Electronic Filing Local Rule (MEFLR)-7(a) all paper documents containing original signatures executed under the penalties of perjury and filed electronically with the Court are the property of the bankruptcy estate and shall be maintained by the authorized CM/ECF Registered User for a period of five (5) years after the closing of this case.

Dated: **August 9, 2010**

Signed:



Gerald Green, Vice President
(Affiant)

PART II - DECLARATION OF ATTORNEY (IF AFFIANT IS REPRESENTED BY COUNSEL)

I certify that the affiant(s) signed this form before I submitted the Document, I gave the affiant(s) a copy of the Document and this *DECLARATION*, and I have followed all other electronic filing requirements currently established by local rule and standing order. This *DECLARATION* is based on all information of which I have knowledge and my signature below constitutes my certification of the foregoing under Fed. R. Bankr. P. 9011. I have reviewed and will comply with the provisions of MEFR 7.

Dated:

Signed:

Edward V. Sabella
Attorney for Affiant

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

ORDER AUTHORIZING DEBTOR TO EMPLOY JW GREEN COMPANY, INC.

At Springfield in said District, on this ____ day of _____, 2010

Upon the Application of the Debtor in the above-captioned case, seeking to employ JW Green Company, Inc. ("JW") for clean up and scrap removal and recycling services for the estate, pursuant to 11 U.S.C. §§ 327(a) and 1107, for cause shown, it is hereby

ORDERED that the Debtor, Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc., is hereby authorized to employ JW for clean up and scrap removal and recycling services to the Debtor for the purposes outlined in the Debtor's Application.

HONORABLE HENRY J. BOROFF
Bankruptcy Judge

09\0185\JW Green Company\Order JW.4801

**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 August 13, 2010, I served electronically and/or by first-class mail, postage prepaid, upon the attached list of interested parties, copies of the Notice of Filing¹ (**attached as Exhibit A**) regarding the following: [106] Application to Employ JW Green Company, Inc.

Dated this 13th day of August 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

¹ Pursuant to Court order dated December 21, 2009 regarding general notice procedures.

SERVICE LIST

Mr. James H. Lunt
Greenfield Silver Inc., f/k/a
Lunt Silversmiths, Inc.
298 Federal Street
P.O. Box 1010
Greenfield, MA 01302

JW Green Company, Inc.
276 South Washington Street
Plainville, CT 06062

U.S. TRUSTEE

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

UNSECURED CREDITORS COMMITTEE

Gary Weiner, Esquire
Counsel to the 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
1127 Amostown Road
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

TOP 20 UNSECURED CREDITORS

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

Jonathan L. Flaxer, Esq.
Michael S. Weinstein, Esq. (Representing 41
Madison L.P.)
Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue
New York, NY 10022

American Express
P.O. Box 1270
Newark, NJ 07101

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

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

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

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

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

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

Howard Charles, Inc.
180 Froehlick Farms Blvd.
Woodbury, NY 11797

Isabel Cabanillas, S.A.
Avenida Barcelona, 241
Poligono Industrial El Pla
08750 Molins De Rei
Barcelona, Spain

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

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

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

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

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

Sean W. Gilligan
Gesmer Updegrove LLP
40 Broad Street
Boston, MA 02109

Mandy Elmore
The Blessing Bank, Inc.
3440 Rankin Unit B
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

09\0185\JW Green Company\COS.ApptoEmpJW.12301

**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 an Application to Employ JW Green Company, Inc. (the “Application”) with this Court which addresses the following: The Application seeks permission to employ JW Green Company, Inc. for clean up and scrap removal and recycling services to be conducted at the premises located at 298 Federal Street, Greenfield, MA.

PLEASE TAKE NOTICE that the 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. 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 Application and any related exhibits can be downloaded for free. A free copy of the Adobe Reader may be downloaded from 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 August 13, 2010

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