

**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 REAL ESTATE BROKER

(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 the firm of Fitzgerald & Company, Inc. and its agents ("Fitzgerald") to market and locate prospective lessees for the Debtor's real estate which is an asset of the bankruptcy estate. 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. The Debtor has ceased operations and intends to liquidate all of its assets.
4. The last significant asset the Debtor intends to liquidate is its real estate known as Unit B of the 298 Federal Street Commercial Condominium, a condominium created by a Master Deed recorded in the Franklin County Registry of Deeds in Book 3812, Page 4 (the "Premises").

5. The Premises consists of office and manufacturing space which has been vacant since the time that the Debtor ceased operations.

6. Although the Debtor intends to ultimately sell the Premises, the Debtor must first determine the extent of any environmental contamination on the Premises, as the Debtor and its predecessor have been associated with silver manufacturing since the year 1902. The Debtor has entered into an option to purchase agreement with the City of Greenfield (the "Option"), approved by this Court on January 20, 2011, which provides that the City will conditionally fund the costs and expenses of the environmental assessments. The Debtor anticipates that it will require at least 18-24 months in order to complete the environmental assessments. During that time, the Debtor wishes to lease the Premises to generate rental income.

7. The Debtor wishes to employ Fitzgerald as a broker and its real estate agents to market the Premises to locate prospective lessees. All leases will be subject to this Court's approval.

8. Fitzgerald and its agents are reputable and experienced in real estate within this community.

9. On information and belief, Fitzgerald and its agents are disinterested, and do not hold or represent any interests adverse to the estate.

10. The Debtor seeks to compensate Fitzgerald in accordance with an agreement by and between Fitzgerald and the Debtor, subject to this Court's approval. A copy of the agreement is attached hereto as Exhibit A. The essential terms of the agreement are as follows:

- (a) The listing agreement will run for a period of twelve (12) months, and month to month thereafter;

- (b) Fitzgerald will be paid a commission on a scale basis as follows: In the event of month to month leases, or leases of a one year term, the Debtor will pay Fitzgerald a commission equal to one month's rent. In the event of a lease of a one to three year term, the Debtor will pay Fitzgerald a commission equal to seven percent (7%) of the aggregate base rental payments over years one through three of the initial term of the lease. In the event of a lease with a term of three or more years, the Debtor will pay Fitzgerald a commission equal to five percent (5%) of the aggregate base rental payments over the initial term of the lease. In any event, all commissions and expenses payable to Fitzgerald are subject to approval by this Court.

11. With respect to expenses, Fitzgerald has provided the following estimate of expenses necessary to market and lease the Premises:

- (a) The quarterly expense for advertising is estimated at \$200.00; and
(b) The expense for installation of signage is estimated at \$685.00.

12. In each instance in which Fitzgerald procures an executed lease agreement on the Debtor's behalf, it will apply to this Court for compensation for its commission and expenses to be paid out of the lessee's rental payments to the Debtor after the execution of the lease.

13. In the event that Fitzgerald is unable to procure any leases for the Debtor during the term of its employment, unless the Debtor is in possession of funds from some other source, the Debtor seeks approval to compensate Fitzgerald for only its expenses from monies that the Debtor will receive from the City of Greenfield as a fee under the Option, assuming this Court approves the Option.

14. To the best of the Debtor's knowledge, Fitzgerald and its agents have 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.

15. An Affidavit in support of this Application made in accordance with Local Rule 2014-1 is attached as Exhibit B.

16. 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, the top twenty unsecured creditors, the creditors committee, Gary Weiner, Esquire as counsel to the creditors committee, Richard Kos, Esquire, counsel to the City of Greenfield and all attorneys who have filed appearances in this case.

17. The Debtor 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 Fitzgerald & Company, Inc. and its agents, according to the terms herein;
2. That this Court authorize the commissions and expenses to be paid in the manner set forth herein, subject to approval of the Option and further application for compensation with this Court;
3. That this Court approve the limited notice requested herein; and
4. For such further relief as this Court deems just and proper.

Respectfully submitted this 27th day of January, 2011.

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

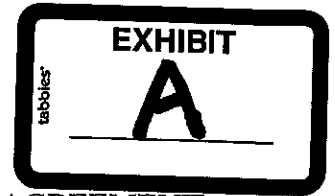
1441 Main Street – Suite 1100

Springfield, MA 01103

Telephone - (413) 737-1131

Facsimile - (413) 736-0375

09\0185\Real Estate\Real Estate Agent\Fitzgerald employ app-revised.4801



EXCLUSIVE LISTING AGREEMENT
Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc.
Unit B, 298 Federal Street Commercial Condominium, Greenfield, Massachusetts

This Agreement, entered into this 24th day of January, 2011, by and between Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (hereinafter referred to as "Owner"), a Massachusetts corporation having its principal office at 298 Federal Street, Greenfield, Massachusetts, and Fitzgerald & Company, Inc. (hereinafter referred to as "Agent"), a Massachusetts corporation, having an office at 88 Elm Street, P.O. Box 0268, West Springfield, Massachusetts 01090,

WITNESSETH:

WHEREAS, Owner owns the real estate commonly known as Unit B, 298 Federal Street Commercial Condominium, Greenfield, Massachusetts (hereinafter referred to as the "Property"), and Owner desires to enter into this Agreement with Agent, to act as Owner's exclusive agent, to market the Property for lease in accordance with the terms of this Agreement (hereinafter referred to as the "Real Estate Services").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Representation.** Owner hereby employs Agent as its representative, to the exclusion of all others, to market the Property for lease throughout the term of this Agreement, upon the terms set forth herein.
2. **Duties of Owner.** During the term of this Agreement, Owner shall:
 - a. Provide copies of all materials reasonably available (plans, etc.) to Agent that describe the Property or in any way assist in the marketing of the Property.
 - b. Owner agrees to refer all inquiries which Owner may receive relating to the leasing of the Property to Agent.
3. **Duties of Agent.** During the term of this Agreement, Agent shall:
 - a. Make best efforts to implement the Real Estate Services required by Owner;
 - b. Attend all showings of the Property;
 - c. Apprise Owner of all showings and negotiations for such Property;
 - d. Solicit and present all written offers for the Property to Owner, and follow up by negotiating as directed by Owner;
4. **Agent's Representations.** Agent represents and warrants that it is duly licensed as a real estate broker in the Commonwealth of Massachusetts.
5. **Term and Termination.** This Agreement shall become effective upon its execution by both parties and approval by the Bankruptcy Court for the District of Massachusetts, Western Division, and shall continue for the period twelve (12) months. Upon termination of this Agreement, for a period of six (6) months, Agent shall be entitled to compensation for transactions which are either; (i) under agreement; or (ii) for bona fide negotiations with parties engaged during

the period of this Agreement that result in a lease of the Property. In any event, this Agreement may be cancelled by either Owner or Agent with thirty (30) days prior written notice to the respective party.

6. Agent's Commission Schedule in the Event of a Lease . In the event of month to month leases, or leases of a one year term, Owner agrees to pay agent a commission equal to one month's rent. In the event of a lease of a one to three year term, Owner agrees to pay agent a commission equal to seven percent (7%) of the aggregate base rental payments over years one through three of the initial term of the lease. In the event of a lease with a term of three or more years, Owner agrees to pay agent a commission equal to five percent (5%) of the aggregate base rental payments over the initial term of the lease. In any event, all commissions and expenses payable to Agent shall be subject to approval by the Bankruptcy Court for the District of Massachusetts, Western Division.

7. Notices. Any notices hereunder shall be in writing, and shall be deemed to have been given on the day after mailing by express or overnight mail, or on the third business day after mailing by registered mail or certified mail, addresses set forth below.

If to Owner:

Atty. Edward V. Sabella
Shatz, Schwartz & Fentin, P.C.
1441 Main Street, Suite 1100
Springfield, MA 01103
Telephone: (413) 737-1131
Facsimile: (413) 736-0375
E-Mail: esabella@ssfpc.com

With a copy to:

L. Alexandra Hogan, Esquire
Shatz, Schwartz & Fentin, P.C.
1441 Main Street, Suite 1100
Springfield, MA 01103
Telephone: (413) 737-1131
Facsimile: (413) 736-0375
E-Mail: lhogan@ssfpc.com

If to Agent:

Mr. William M. Fitzgerald, Jr.
Fitzgerald & Company, Inc.
88 Elm Street
P.O. Box 0268
West Springfield, Massachusetts 01090-0268
Telephone: (413) 747-4100
Facsimile: (413) 747-4109
E-Mail: bill@fitzgeraldco.com

8. **Enforcement.** This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and enforceable by the Bankruptcy Court for the District of Massachusetts, Western Division, to which courts the parties hereto submit to the jurisdiction thereof.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between Owner and Agent, and supersedes all prior discussions, negotiation and agreements, whether oral or written. No amendment or alteration of this Agreement shall be valid or binding unless made in writing, signed by Owner and Agent, and approved by the Bankruptcy Court for the District of Massachusetts, Western Division.

Executed as a Massachusetts sealed instrument as of the day and year first written above.

OWNER:
Greenfield Silver, Inc. f/k/a
Lunt Silversmiths, Inc.

Name:
Title:
Date:

Witness

AGENT:
Fitzgerald & Company, Inc.

Name: William M. Fitzgerald, Jr.
Title: Vice President
Date: 24 January 2011

Witness

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 WILLIAM M. FITZGERALD

Now comes William M. Fitzgerald, Jr. and respectfully states the following under oath:

1. I am the Vice President of Fitzgerald & Company, Inc. ("Fitzgerald").
2. Fitzgerald is duly authorized and licensed broker in the Commonwealth of Massachusetts.
3. Fitzgerald is qualified to market and locate prospective lessees for the debtor-in-possession Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the "Debtor"), as Fitzgerald is a reputable company which has been engaged commercial real estate brokering in this community since 1993.
4. Neither I nor any member of my firm holds or represents any interest adverse to the Debtor.
5. Neither I, nor my firm, have any connections with the Debtor, its creditors, or other parties 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. I and each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. §101(14).

7. 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.

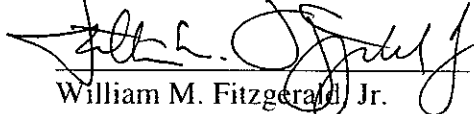
8. I have not received a retainer in this case.

9. I shall amend this statement 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.

FITZGERALD & COMPANY, INC.



William M. Fitzgerald Jr.
Its Vice President

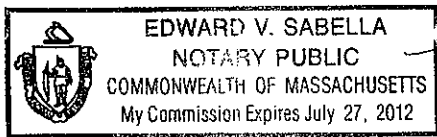
Dated: January 25, 2011

COMMONWEALTH OF MASSACHUSETTS

Edward V. Sabella, ss.

January 25th, 2011

On this January 25th, 2010 before me, the undersigned notary public, personally appeared, William M. Fitzgerald, Jr. 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 _____], 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 of Fitzgerald & 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 Fitzgerald & Company, Inc.



Notary Public
My Commission Expires:

7/27/12

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

DECLARATION ELECTRONIC FILING

PART I - DECLARATION

I William M. Fitzgerald, Jr. of Fitzgerald & Company, Inc., *hereby declare(s) under penalty of perjury* that all of the information contained in the **AFFIDAVIT** (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: January 24, 2011

Signed: 

William M. Fitzgerald, Jr. (Affiant)

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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

CERTIFICATE OF SERVICE

I, Edward V. Sabella, counsel to the Debtor in the above-captioned bankruptcy proceeding, do hereby certify that on January 27, 2011, 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: [132] Application to Employ Real Estate Broker (Request to Limit Notice).

Dated this 27th day of January 2011.

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

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¹ 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

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
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

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

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

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

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

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

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

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
Boston, MA 02109

The Blessing Bank, Inc.
c/o Beasley, Hightower & Hartmann, P.C.
1700 Pacific Avenue, Suite 4450
Dallas, TX 75201

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

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

OTHER INTERESTED PARTIES

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

City of Greenfield
c/o Richard Kos, Esquire
Counsel to the City of Greenfield
Egan, Flanagan and Cohen, P.C.
67 Market Street
Springfield, MA 01102

09\0185\COS Email Notice\SERVICE LIST.Application to Emp.Fitzgerald

Exhibit A

**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

TO THE CREDITORS AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that, in the case of Greenfield Silver, Inc. f/k/a Lunt Silversmiths, Inc. (the “Debtor”), the following has been filed/docketed with the above court: [132] Application to Employ Real Estate Broker (Request to Limit Notice); Affidavit of William M. Fitzgerald and Declaration of Electronic Filing regarding Affidavit (the “Application”). The Application requests the Court’s approval to employ Fitzgerald & Company, Inc. and its agents to market and locate prospective lessees for the Debtor’s real estate which is an asset of the bankruptcy estate.

PLEASE TAKE NOTICE that the above-referenced Application with exhibits is 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 above-referenced filing and any and 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. The Debtor encourages the parties in interest to review such documents in their entirety.

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

Counsel to Debtor

Dated: January 27, 2011

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