

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND**

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In re:)	Chapter 11
)	
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , ¹)	Case No. 09 - _____ ()
)	
Debtors.)	Joint Administration Pending
)	

**DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES**

The above-captioned debtors, as debtors and debtors in possession (collectively, the “Debtors”), file this motion (the “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** respectively, determining adequate assurance of payment for future utility services. In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction

1. The United States Bankruptcy Court for the District of Rhode Island has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”).

¹ The Debtors in these chapter 11 bankruptcy cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc., and UTGR, Inc.

Background²

4. The Debtors' principal asset is Twin River, a greyhound track and casino located in Lincoln, Rhode Island. BLB Investors, L.L.C. ("BLB Investors"), the direct and indirect parent of each of the Debtors, acquired Twin River in 2005. BLB Investors is a joint venture among three of the world's most accomplished leisure and gaming operators, developers, and managers: Starwood Capital Group I Global, L.L.C., Kerzner International Holdings Ltd., and Waterford Group, LLC. (collectively, the "Sponsors"). The Sponsors purchased Twin River for \$470 million and then invested another \$220 million towards renovating Twin River into a world class facility.

5. Twin River today is the preeminent racing-casino (sometimes referred to as a "racino") in New England. In many respects, the Debtors' businesses have been great successes. Since 2005, the Debtors have grown Twin River to over 500,000 square feet, including more than 156,000 square feet of gaming space and over 4,700 slot machines, and have improved revenues year over year as their primary regional competitors' revenues have slipped.

6. As successful as the Debtors' operations have been, their revenues cannot support the substantial demands imposed by the State of Rhode Island (the "State") tax rate and the Debtors' debt service obligations. Significantly, the State retains 61.5% of every dollar generated at Twin River (after winning customers have been paid), and reimburses Twin River less than 28% of every dollar.

² The facts and circumstances supporting this Motion are further set forth in the Declaration of George Papanier, President and Chief Operating Officer of UTGR, Inc. in Support of First Day Motions (the "First Day Declaration"), filed contemporaneously herewith.

7. Shortly before the filing of these chapter 11 cases (the “Chapter 11 Cases”), the Debtors reached an agreement with holders holding over 50% of the first lien debt and a substantial amount of the second lien debt, and the executive branch of the State on the terms of a preliminary restructuring transaction (the “Restructuring”), which is expected to eliminate approximately \$290 million in debt. The Restructuring provides for approximately \$11 million in annual support from the State in the form of promotional and marketing initiatives. Significantly, the Restructuring is conditioned on obtaining certain legislative enactments and amendments to the Master Video Lottery Terminal Contract (the “VLT Contract”) between the State’s Division of Lotteries and UTGR, Inc., which, among other things, will eliminate the requirement to maintain greyhound racing, approve 24-hour gaming at the facility, seven days a week, and enable the exercise of extension options under the VLT Contract, thus maintaining the tax rate for the facility. The Restructuring requires the Lenders to conduct a marketing process to identify a new operator of Twin River immediately, so that the Sponsors may transition out of the management and ownership of the facility.

8. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. The Debtors have requested that the Court grant procedural consolidation and joint administration of these Chapter 11 Cases.

The Debtors’ Utility Providers

9. As set forth in the First Day Declaration, in the ordinary course of business the Debtors incur expenses for gas, water, sewer, electric, telecommunications, and other similar utility services provided by approximately 15 utility providers (as such term is used in section 366 of the Bankruptcy Code, collectively, the “Utility Providers”). Attached hereto as **Exhibit C**

is a list of the Utility Providers providing services to the Debtors as of the Petition Date (the “Utility Service List”).³ On average, the Debtors spend approximately \$650,000 each month on utility costs. The Debtors do not believe they owe any amounts to the Utility Providers for prepetition utility services.

10. Uninterrupted utility services are essential to the Debtors’ ongoing operations and, therefore, to the success of their reorganization. Indeed, any interruption of utility services, even for a brief period of time, would negatively affect the Debtors’ operations, customer relationships, revenues, and profits, seriously jeopardizing the Debtors’ reorganization efforts and, ultimately, value maximization and creditor recoveries. It is therefore critical that utility services continue uninterrupted during the Chapter 11 Cases.

A. The Proposed Adequate Assurance

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in full and on time. The Debtors expect that their cash flow from operations and cash on hand will be sufficient to pay postpetition obligations related to utility services.

12. Notwithstanding the above, to provide additional assurance of payment for future services to Utility Providers, the Debtors propose to deposit \$325,000, an amount equal to the estimated aggregate cost for two weeks of utility service provided by the requesting Utility Provider, calculated as a historical average over the previous 12 months (or the period in which the Utility Provider has provided services to the Debtors, if less than 12 months) (the “Adequate Assurance Deposit”), into a newly created, segregated, interest-bearing account (the “Adequate

³ Although the Debtors believe that the Utility Service List includes all of their Utility Providers, the Debtors reserve the right to supplement the Utility Service List if they subsequently discover any Utility Provider has inadvertently been omitted. Additionally, the inclusion of an entity on the Utility Service List is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve the right to contest any such characterization.

Assurance Deposit Account”).⁴ Absent compliance with the Adequate Assurance Procedures (as defined herein), each Utility Provider shall be deemed to have (a) stipulated the Adequate Assurance Deposit (if requested) constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code, and (b) waived any right to seek additional or different adequate assurance during the course of the Chapter 11 Cases, 20 days after such Utility Provider receives notice of the Interim Order (or of the Final Order, if the Utility Provider does not receive notice of the Interim Order).⁵

13. In the event that, after entry of the Interim Order, the Debtors amend the Utility Service List to add one or more Utility Providers, the Debtors shall promptly add to the Adequate Assurance Deposit Account an Adequate Assurance Deposit for each such additional Utility Provider, in an amount determined as described above.

14. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors’ demonstrated ability to pay for future utility services in the ordinary course of business (together, the “Proposed Adequate Assurance”), constitutes sufficient adequate assurance to the Utility Providers. If any Utility Provider believes additional assurance is required, that Utility Provider may request such assurance pursuant to the procedures set forth below.

15. In light of the severe consequences to the Debtors of any interruption in services by the Utility Providers, but recognizing the right of the Utility Providers to evaluate the

⁴ For the avoidance of doubt, all Adequate Assurance Deposits will be maintained in the same Adequate Assurance Deposit Account.

⁵ The Debtors further request that the Court order that any Adequate Assurance Deposit required by, and deposited into the Adequate Assurance Deposit Account on behalf of, any Utility Provider pursuant to the procedures described herein shall be returned to the Debtors at the conclusion of the Chapter 11 Cases unless the Debtors, in their sole discretion, agree to an alternate arrangement.

Proposed Adequate Assurance on a case-by-case basis, the Debtors propose that the Court approve and adopt the following procedures (the “Adequate Assurance Procedures”):

- a. Within two business days after entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Providers on the Utility Service List.
- b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an “Additional Assurance Request”) upon (i) UTGR, Inc., 100 Twin River Road, Lincoln, Rhode Island 02865 Attn.: Craig Eaton, Esq.; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Stephen E. Hessler, Esq.; and (iii) proposed co-counsel for the Debtors, Winograd, Shine & Zacks, P.C., 123 Dyer Street, Providence, Rhode Island 02903, Attn.: Diane Finkle, Esq. (collectively, the “Notice Parties”).
- c. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).
- d. Upon the Debtors’ receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) 20 days from the receipt of such Additional Assurance Request and (ii) 45 days from the Petition Date (collectively, the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors.
- e. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

- f. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- g. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors’ Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtors, in their sole discretion, agree to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.
- h. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not timely make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.
- i. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures.

16. The Debtors further request that the Court make the Interim Order and the Final Order apply to any subsequently identified Utility Provider, regardless of when each Utility Provider is added to the Utility Service List. The Debtors shall have the period specified in the proposed Adequate Assurance Procedures to seek to resolve any subsequently added Utility Provider’s Additional Assurance Request by mutual agreement with the Utility Provider without further order of the Court or to schedule a Determination Hearing with the Court to determine the adequacy of assurance of payment with respect to such Utility Provider in accordance with such Adequate Assurance Procedures.

17. The Debtors request that all Utility Providers, including subsequently added Utility Providers, be prohibited from altering, refusing, or discontinuing utility services to the Debtors absent further order of the Court.

B. Final Hearing Date

18. As described in greater detail below, under section 366 of the Bankruptcy Code, as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”), a Utility Provider arguably may, on the 29th day following the Petition Date, announce that the Proposed Adequate Assurance is not acceptable and demand a significant deposit or prepayment from the Debtors and threaten to terminate utility service the next day unless the Debtors comply with its demands. While the Debtors do not concede that this is a correct reading of section 366 of the Bankruptcy Code, the Debtors nonetheless believe it is prudent to require Utility Providers to raise any objections to the Proposed Adequate Assurance and the proposed Adequate Assurance Procedures so that they may be heard within the first 30 days of the Chapter 11 Cases.

19. To resolve any objections to the Proposed Adequate Assurance and the Proposed Adequate Assurance Procedures no later than 30 days after the Petition Date, the Debtors request that the Court schedule the Final Hearing approximately 25 days after the Petition Date. The Debtors will send notice of the Final Hearing in substantially the form of Exhibit 1 attached to the Interim Order, along with the Interim Order, to all Utility Providers listed on the Utility Service List, no later than two business days after entry of the Interim Order.

Relief Requested

20. By this Motion, the Debtors seek entry of two orders:

- An interim order (the “Interim Order”) (a) determining that the Proposed Adequate Assurance provides Utility Providers adequate assurance in satisfaction of section 366(b) of the Bankruptcy Code; (b) approving the

Adequate Assurance Procedures as satisfying section 366(c) of the Bankruptcy Code; (c) prohibiting Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or any perceived inadequacy of the Proposed Adequate Assurance; (d) determining the Debtors are not required to provide any additional adequate assurance beyond what is proposed in this Motion; and (e) setting a final hearing (the “Final Hearing”) on the Debtors’ proposed adequate assurance, and approving the form and manner of notice thereof; and

- A final order (the “Final Order”) (a) approving, on a permanent basis, the Adequate Assurance Procedures and the adequate assurance of payment provided by the Debtors pursuant thereto; and (b) prohibiting, for the pendency of the applicable Chapter 11 Case, Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or any perceived inadequacy of the adequate assurance of payment provided by the Debtors pursuant to the Adequate Assurance Procedures.

Basis for Relief

21. Approval of the relief requested herein, including the Proposed Adequate Assurance and the Adequate Assurance Procedures, is appropriate pursuant to sections 105(a) and 366 of the Bankruptcy Code.

22. First, section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” The purpose of section 105(a) of the Bankruptcy Code is “to assure the bankruptcy courts [sic] power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction.” 2 COLLIER ON BANKRUPTCY ¶ 105.01 (15th ed. rev. 2007).

23. Second, section 366(a) of the Bankruptcy Code provides that “a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.” 11 U.S.C. § 366(a).

24. Sections 366(b) and (c), however, provide that a utility may discontinue service to a debtor after specified periods where the debtor has failed to provide adequate assurance of payment for future services. Specifically, section 366(b) provides that a utility provider “may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of deposit or other security, for services after such date.” 11 U.S.C. § 366(b). Similarly, section 366(c) of the Bankruptcy Code provides, in pertinent part, that a utility provider “may alter, refuse or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service *that is satisfactory to the utility.*” 11 U.S.C. § 366(c)(2) (emphasis added).

25. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing, while providing utility companies with adequate assurance that the debtors will pay for postpetition services. See H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 of the Bankruptcy Code protects debtors by prohibiting utilities from altering, refusing, or discontinuing services to a debtor solely on account of unpaid prepetition amounts for a period after a chapter 11 filing. At the same time, it protects utilities by permitting them to alter, refuse, or discontinue service after 20 days if the debtor has not furnished adequate assurance of payment for postpetition services, and after 30 days if that adequate assurance is not in a form “satisfactory” to the utility.

26. It is well established that section 366(b) of the Bankruptcy Code permits a court to find that no additional security is necessary to provide a utility with adequate assurance of payment as required under that subsection. See Virginia Elec. & Power Co. v. Caldor Inc.-N.Y., 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted

narrowly, . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security’ provided for under § 366(b), includes the power to require ‘no deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”). This is particularly true in cases where the debtor has made prepetition deposits or prepayments for services that utilities ultimately will render postpetition. See 11 U.S.C. § 366(c)(1)(A)(v) (recognizing a prepayment for postpetition services as adequate assurance). Accordingly, section 366(b) grants courts the discretion to determine the type and amount of adequate assurance of payment required to satisfy that subsection and, where appropriate, to determine that no such payment is necessary.

27. While section 366(c) of the Bankruptcy Code imposes an additional requirement that the adequate assurance of payment be “satisfactory” to the utility provider, and limits the factors a court can consider when determining whether a debtor has provided adequate assurance of payment,⁶ it does not eliminate the court’s ability to determine the type and amount of adequate assurance of payment required to satisfy section 366(c)(2), even over the objection of the applicable utility provider. Rather, section 366(c) of the Bankruptcy Code gives courts nearly the same discretion in determining the amount and type of adequate assurance of payment required to satisfy section 366(c)(2) that they have to determine adequate assurance of payment required under section 366(b) of the Bankruptcy Code. Compare 11 U.S.C. § 366(b) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate

6 Section 366(c)(3)(B) of the Bankruptcy Code provides that courts may not consider (a) the absence of a security deposit before a debtor’s petition date, (b) a debtor’s history of timely payments, or (c) the availability of an administrative expense priority when determining the type or amount of adequate assurance of payment required to satisfy section 366(c)(2).

assurance of payment.”) with 11 U.S.C. § 366(c)(3)(a) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”).

28. Finally, section 366(c) of the Bankruptcy Code, like section 366(b) of the Bankruptcy Code, requires only that a utility’s assurance of payment be “adequate.” Courts recognize that adequate assurance of payment does not constitute an absolute guarantee of a debtor’s ability to pay. See, e.g., In re Keydata Corp., 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (“adequate assurance of payment’ does not require an absolute guarantee of payment”), In re George C. Frye Co., 7 B.R. 856, 858 (Bankr. D. Me. 1980) (“Adequate assurance of payment does not mean guaranty of payment”); see also In re Steinebach, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance A Bankruptcy Court is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of non-payment for postpetition services.”) (citing In re Adelpia Bus. Solutions, Inc., 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002)); In re Caldor, Inc.-N.Y., 199 B.R. 1, 3 (Bankr. S.D.N.Y. 1996) (section 366(b) “does not require an ‘absolute guarantee of payment’”), aff’d sub nom. Virginia Elec. & Power Co. v. Caldor, Inc.-N.Y., 117 F.3d 646 (2d Cir. 1997). Courts also have recognized that, in determining the requisite level of adequate assurance, they should “focus upon the need of the utility for assurance, and to require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” Virginia Elec. & Power Co., 117 F.2d at 650 (emphasis in original); see also In re Penn. Cent. Transp. Co., 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that no utility deposits were necessary where such deposits likely would “jeopardize the continuing

operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”).

29. The Debtors submit that the Proposed Adequate Assurance and the Adequate Assurance Deposit Account provide more than adequate assurance of future payment to the Utility Providers. Furthermore, the Debtors expect that their revenue from continued operations, coupled with their cash on hand and expected access to cash collateral, will be sufficient to pay their operating costs, including utility costs, as those costs come due. Moreover, the Debtors have a powerful incentive to stay current on their utility obligations because of their reliance on utility services for the operation of their businesses. These factors, which the Court may (and should) consider when determining the amount of any adequate assurance payments, justify a finding that the Proposed Adequate Assurance and the Adequate Assurance Deposit Account are more than sufficient to assure the Utility Providers of future payment, and satisfy section 366(b) of the Bankruptcy Code.

30. Furthermore, the Adequate Assurance Procedures are reasonably calculated to allow all Utility Providers the opportunity to seek additional or different adequate assurance of payment to the extent they believe their particular circumstances so warrant, in an efficient manner that balances the Debtors’ need for uninterrupted utility services with the Utility Providers’ rights under section 366(c) to help shape the type and amount of adequate assurance of payment they receive. In contrast, if the Adequate Assurance Procedures are not approved, the Debtors could be forced to address numerous requests by the Utility Providers in a disorganized manner during the critical first weeks of the Chapter 11 Cases. Moreover, a Utility Provider could blindside the Debtors by unilaterally deciding — on or after the 30th day following the Petition Date — that it is not adequately protected, and could immediately

discontinue service or make an exorbitant demand for payment to continue service. Discontinuation of utility service would shut down the Debtors' operations and put the Chapter 11 Cases in jeopardy. Accordingly, the Court should authorize the Adequate Assurance Procedures as satisfying section 366(c) of the Bankruptcy Code.

31. Courts routinely grant relief similar to that requested herein. See, e.g., In re Continental Construction Co., Inc. Case No. 08-14558 (Bankr. D. Mass. July 28, 2008); see also In re Sun-Times Media Group, Inc., Case No. 09-11092 (Bankr. D. Del. Apr. 29, 2009); In re Masonite Corp., Case No. 09-10844 (Bankr. D. Del. Apr. 14, 2009); In re Muzak Holdings LLC, Case No. 09-10422 (Bankr. D. Del. Feb. 12, 2009); In re Smurfit-Stone Container Corp., Case No. 09-10235 (Bankr. D. Del. Jan. 27, 2009); In re Broadstripe, LLC, Case No. 09-10006 (Bankr. D. Del. Jan. 6, 2009); In re Flying J Inc., Case No. 08-13384 (Bankr. D. Del. Dec. 23, 2008); In re Portola Packaging, Inc., Case No. 08-12001 (Bankr. D. Del. Aug. 29, 2008); In re Hines Horticulture, Inc., Case No. 08-11922 (Bankr. D. Del. Aug. 22, 2008); In re Pierre Foods, Inc., Case No. 08-11480 (Bankr. D. Del. July 16, 2008) (same); In re ACG Holdings, Inc., Case No. 08-11467 (Bankr. D. Del. July 16, 2008).

The Debtors Respectfully Assert They Have Satisfied The Requirements Of Rule 6003

32. Bankruptcy Rule 6003 provides, in pertinent part, that:

Except to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 20 days after the filing of the petition, grant relief regarding . . . a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition

Fed. R. Bankr. P. 6003(b).

33. As described above, it is essential that the Debtors are assured immediate and continuous access to the Utility Providers' services. Any disruption in the Debtors' ability to

obtain those services may result in an immediate interruption or diminution in the Debtors' business operations, to the detriment of their estates and all parties in interest in the Chapter 11 Cases.

34. Accordingly, without the relief requested in this Motion, the Debtors and their estates may suffer immediate and irreparable harm, and therefore the Court may (and should) grant the relief requested in this Motion without delay, notwithstanding the 20-day period provided in Bankruptcy Rule 6003(b).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

35. The Debtors' need for immediate and continuous access to the Utility Providers' services also justifies elimination of the stay period imposed by Bankruptcy Rule 6004(h). That rule provides that, unless a court orders otherwise, an order authorizing the use, sale or lease of property (other than cash collateral) is stayed until the expiration of 10 days after entry of the order. Fed. R. Bankr. P. 6004(h). The purpose of Bankruptcy Rule 6004(h) is to provide sufficient time for an objecting party to appeal before the order takes effect. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h).

36. Here, it is critical that the Debtors obtain the relief requested in this motion without delay. Postponing that relief for 10 days would frustrate the Debtors' ability to ensure uninterrupted access to vital utility services, and may pose a threat to the going concern value of their estates. Furthermore, Utility Providers will have an opportunity to challenge the adequate assurance of payment provided to them under the Interim Order through the Adequate Assurance Procedures and at the Final Hearing. Accordingly, the Court should waive the 10-day stay period provided for in Bankruptcy Rule 6004(h), and order that the Debtors are immediately granted the relief described in this Motion.

The Debtors' Reservation of Rights

37. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against the Debtors, a waiver of the Debtors' or any other party's rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission of the validity of any claim or a waiver of the Debtors' or any other party's rights to dispute such claim subsequently.

Motion Practice

38. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to the Motion. Accordingly, the Debtors submit that the Motion satisfies Rule 9013-1(a) the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the District of Rhode Island.

Notice

39. The Debtors have provided notice of this Motion either by electronic mail or facsimile and/or by overnight mail to: (a) the Office of the United States Trustee for the District of Rhode Island; (b) the entities listed on the Consolidated List of Creditors Holding the 40 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) applicable local, state, and federal regulatory entities; (d) counsel to the Administrative Agents for the First and Second Lien Lenders; (e) counsel to the equity sponsors; (f) counsel to those certain contractors who have asserted mechanic's liens against the Debtors; (g) the Internal Revenue Service; and (h) the Securities and Exchange Commission.

40. No later than two business days after entry of the Interim Order, the Debtors will serve by first class mail a copy of this motion, the notice in substantially the form of Exhibit 1 attached to Exhibit A and the Interim Order on the Utility Providers identified on the Utility Service List. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary. Due to the urgency of the circumstances surrounding this Motion (as more fully described in the First Day Declaration) and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

No Prior Request

41. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the First Day Declaration, the Debtors respectfully request that the Court enter interim and final orders, substantially in the form attached hereto as **Exhibit A** and **Exhibit B** respectively, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: June 23, 2009
Providence, Rhode Island

WINOGRAD, SHINE & ZACKS, P.C.

/s/ Allan M. Shine

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- and -

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND**

)	
In re:)	Chapter 11
)	
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , ¹)	Case No. 09 - _____ ()
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Debtors.)	Joint Administration Pending
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**INTERIM ORDER DETERMINING ADEQUATE ASSURANCE OF
PAYMENT FOR FUTURE UTILITY SERVICES AND SETTING A FINAL HEARING**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of interim and final orders determining adequate assurance of payment for future utility services, and as more fully set forth in the Motion; and upon the Declaration of George Papanier, President and Chief Operating Officer of UTGR, Inc. in Support of the Debtors’ Chapter 11 Petitions and First Day Motions (the “First Day Declaration”); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that notice of the Motion and the hearing on the Motion (the “Hearing”) was appropriate under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested

¹ The Debtors in these chapter 11 bankruptcy cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc., and UTGR, Inc.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

therein at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration, and at the Hearing, establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is necessary to prevent immediate and irreparable harm to the Debtors and their estates; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth in this order (the “Interim Order”).

2. Until such time as the Court makes a final determination on the relief requested in the Motion, all Utility Providers are prohibited from altering, refusing, or discontinuing utility services to the Debtors on account of any unpaid prepetition charges, or discriminating against the Debtors, or requiring payment of a deposit or receipt or any other security for continued service as a result of the Debtors’ bankruptcy filing or any outstanding prepetition invoices other than as set forth in this Interim Order.

3. The form of the notice of the Final Hearing attached hereto as Exhibit 1 (the “Final Hearing Notice”) is approved.

4. The Debtors shall serve a copy of the Motion, this Interim Order, and the Final Hearing Notice on each Utility Provider listed on the Utility Service List no later than two business days after the date this Interim Order is entered, and similarly serve a copy of the Motion, this Interim Order, and the Final Hearing Notice on each Utility Provider subsequently added by the Debtors to the Utility Service List promptly after such Utility Provider is added to the Utility Service List.

5. The deadline by which objections to the Motion and the Final Order must be filed is _____, 2009 at 4:00 p.m. ET. The Final Hearing will be held on _____, 2009 at _____ a.m./p.m. ET.

6. The Debtors shall deposit an Adequate Assurance Deposit for each Utility Provider, as provided in the Motion, within 20 days of the Petition Date.

7. Absent compliance with the Adequate Assurance Procedures set forth immediately below, each Utility Provider shall be deemed to have (a) stipulated that the Adequate Assurance Deposit (if requested) constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code and (b) waived any right to seek additional or different adequate assurance during the course of the Chapter 11 Cases, 20 days after such Utility Provider receives notice of the Interim Order (or of the Final Order, if the Utility Provider does not receive notice of the Interim Order).

- a. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an "Additional Assurance Request") upon (i) UTGR, Inc., 100 Twin River Road, Lincoln, Rhode Island 02865 Attn.: Craig Eaton, Esq.; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Stephen E. Hessler, Esq.; and (iii) proposed co-counsel for the Debtors, Winograd, Shine & Zacks, P.C., 123 Dyer Street, Providence, Rhode Island 02903, Attn.: Diane Finkle, Esq. (collectively, the "Notice Parties").
- b. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).
- c. Upon the Debtors' receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) 20 days from the receipt of such Additional Assurance Request and (ii) 45 days

from the Petition Date (collectively, the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors.

- d. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.
- e. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- f. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors’ Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtors, in their sole discretion, agree to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.
- g. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not timely make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.
- h. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures.

8. This Interim Order applies to any subsequently identified Utility Provider, regardless of when each Utility Provider is added to the Utility Service List.

9. Nothing in the Motion or this Interim Order, nor as a result of the Debtors' payment of deposits pursuant to this Interim Order, shall be deemed or construed as: (a) an admission as to the validity or priority of any claim against the Debtors; (b) a waiver of the Debtors' or other parties in interest's rights to dispute any claim; or (c) an approval or assumption of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code.

10. The inclusion of any entity on the Utility Service List, and the Debtors' service of the Motion upon the Utility Service List, shall not constitute an admission or concession that any entity on the Utility Service List is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order.

12. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion and the First Day Declaration or otherwise deemed waived.

13. All time periods set forth in this Interim Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

14. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Interim Order.

Dated: _____, 2009
Providence, Rhode Island

Arthur N. Votolato
United States Bankruptcy Judge

EXHIBIT 1

Proposed Notice of Final Hearing

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND**

In re:)	
)	Chapter 11
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , ¹)	Case No. 09 - _____ ()
)	
Debtors.)	Joint Administration Pending
)	

**NOTICE OF FINAL HEARING ON THE DEBTORS' MOTION FOR
ENTRY OF INTERIM AND FINAL ORDERS DETERMINING
ADEQUATE ASSURANCE FOR FUTURE UTILITY SERVICES**

Commencement of Chapter 11 Cases. On _____, 2009, (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Rhode Island (the "Bankruptcy Court").

Debtors' Adequate Assurance for Future Utility Services. On the Petition Date, the Debtors filed the Debtors' Motion for Entry of Interim and Final Orders Determining Adequate Assurance of Payment for Future Utility Services [Docket No. ___] (the "Motion"). On _____, 2009, the Bankruptcy Court entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services and Setting a Final Hearing [Docket No. ___] (the "Interim Order," attached hereto).

You are receiving this notice because the Interim Order and the relief requested in the Motion may affect your rights. Please review them carefully. If you have been identified by the Debtors as a Utility Provider, the information listed for the Utility Provider receiving this notice is listed in the table below.

Utility Provider	Address	Location to Be Served	Type of Service

The final hearing (the "Final Hearing") on the relief requested in the Motion shall occur on _____, 2009 at __:__ a.m./pm. ET.

Pursuant to the Interim Order, any objections to the Motion must be filed by _____, 2009 at 4:00 p.m. ET.

¹ The Debtors in these chapter 11 bankruptcy cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc., and UTGR, Inc.

Neither the Debtors' counsel nor the Bankruptcy Court Clerk's Office can give you legal advice. You may wish to consult an attorney to protect your rights.

Dated: _____, 2009
Providence, Rhode Island

WINOGRAD, SHINE & ZACKS, P.C.

Allan M. Shine (Bar No. 0383)
123 Dyer Street
Providence, RI 02903
Telephone: (401) 273-8300
Facsimile: (401) 272-5728

- and -

KIRKLAND & ELLIS LLP

Paul M. Basta (*pro hac vice* pending)
Stephen E. Hessler (*pro hac vice* pending)
601 Lexington Avenue
New York, NY 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
paul.basta@kirkland.com
stephen.hessler@kirkland.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND**

)	
In re:)	Chapter 11
)	
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , ¹)	Case No. 09 - _____ ()
)	
Debtors.)	Joint Administration Pending
)	

**FINAL ORDER DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order determining adequate assurance of payment for future utility services, and as more fully set forth in the Motion; and the Court having entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services and Setting a Final Hearing [Docket No. ___] (the “Interim Order”) on _____, 2009; and upon the Declaration of George Papanier, President and Chief Operating Officer of UTGR, Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Motions (the “First Day Declaration”); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other

¹ The Debtors in these chapter 11 bankruptcy cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc., and UTGR, Inc.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

parties in interest; and the Court having determined that notice of the Motion, the Interim Order, and the final hearing on the relief requested in the Motion (the “Final Hearing”) was appropriate under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the Final Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration, and at the Final Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth in this order (the “Final Order”).

2. The Debtors’ Proposed Adequate Assurance is hereby approved on a final basis and is deemed adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code. The Debtors shall deposit (to the extent not already deposited) an Adequate Assurance Deposit for each Utility Provider as provided in the Motion within 20 days of the Petition Date.

3. Absent compliance with the Adequate Assurance Procedures set forth immediately below, each Utility Provider shall be deemed to have permanently (a) stipulated that the Adequate Assurance Deposit (if requested) constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code and (b) waived any right to seek additional or different adequate assurance during the course of the Chapter 11 Cases, 20 days after such Utility Provider receives notice of the Interim Order (or of the Final Order, if the Utility Provider does not receive notice of the Interim Order).

4. The following Adequate Assurance Procedures are approved on a final basis:

- a. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an “Additional Assurance Request”) upon (i) UTGR, Inc., 100 Twin River Road, Lincoln, Rhode Island 02865 Attn.: Craig Eaton, Esq.; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Stephen E. Hessler, Esq.; and (iii) proposed co-counsel for the Debtors, Winograd, Shine & Zacks, P.C., 123 Dyer Street, Providence, Rhode Island 02903, Attn.: Diane Finkle, Esq. (collectively, the “Notice Parties”).
- b. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).
- c. Upon the Debtors’ receipt of any Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) 20 days from the receipt of such Additional Assurance Request and (ii) 45 days from the Petition Date (collectively, the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors.
- d. The Debtors may, in their sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.
- e. If the Debtors determine that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.

- f. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Debtors' Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtors, in their sole discretion, agree to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.
- g. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not timely make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.
- h. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures.

5. The Debtors are authorized, in their sole discretion, to amend the utility service list attached as **Exhibit C** to the Motion at any time, without further order of the Court, to add or delete any Utility Provider, and the Interim Order and this Final Order shall each apply to any subsequently identified Utility Provider, regardless of when each Utility Provider is added to the Utility Service List. The Debtors shall serve a copy of this Final Order on each Utility Provider listed on the Utility Service List within two business days of the date of this Final Order is entered, and shall promptly serve this Final Order on each Utility Provider subsequently added by the Debtors to the Utility Service List.

6. The inclusion of any entity on the Utility Service List, and the Debtors' service of the Motion upon the Utility Service List, shall not constitute an admission or concession that any entity on the Utility Service List is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

7. The Adequate Assurance Deposit requested by, and deposited into the Adequate Assurance Deposit Account on behalf of, any Utility Provider shall be returned to the Debtors at

the conclusion of the Chapter 11 Cases, unless the Debtors, in their sole discretion, agree to an alternate arrangement.

8. Nothing in the Motion, the Interim Order or this Final Order, nor as a result of the Debtors' payment of deposits pursuant to the Interim Order or this Final Order, shall be deemed or construed as: (a) an admission as to the validity or priority of any claim against the Debtors; (b) a waiver of the Debtors' or other parties in interest's rights to dispute any claim; or (c) an approval or assumption of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order.

10. All time periods set forth in this Final Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

11. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

13. The Debtors are authorized to take all actions necessary to implement the relief granted pursuant to this Final Order in accordance with the Motion.

Dated: _____, 2009
Providence, Rhode Island

Arthur N. Votolato
United States Bankruptcy Judge

EXHIBIT C

Utility Service List

Utility Provider	Account Number	Address	Type of Service	Location Serviced
Arrow Gas	83268, 83429 & 053799	40 Genoa Drive North Kingstown, RI 02852-8504	Gas	Providence, RI
AT&T	31950765-00001	P.O. Box 2840 Omaha, NE 68103-2840 Office Address: 208 S. Akard St. Dallas, TX 75202	Telephone (phone line)	Providence, RI
AT&T Mobility	836676381	P.O. Box 6463 Carol Stream, IL 60197-6463 Office Address: Glenridge Highlands Two 5565 Glenridge Connector Atlanta, GA 30342	Telephone (phone line)	Providence, RI
Cox Communication	003-6610, 100297201, 501-6610-100297201, 001-6610-100297201 & 001-6610-113624304	P.O. Box 182318 Columbus, OH 43218-2318 Office Address: 9 JP Murphy Hwy West Warwick, RI 02893	Telephone	Providence, RI
Dupuis	4474, 4482 & 4466	P.O. Box 1670 Pawtucket, RI 02862-1654 Office Address: 401 Walcott Street Pawtucket, RI 02860-3250	Oil	Providence, RI
Hess	501274-501276 & 501274-501275	P.O. Box 905243 Charlotte, NC 28201 Office Address: 2220 Plainfield Pike Cranston, RI 02921 Office Address: 1185 Avenue of the Americas New York, NY 10036	Electricity	Providence, RI
Narragansett Bay Commission	6935	One Service Road Providence, RI 02905-5505	Sewer	Providence, RI

Utility Provider	Account Number	Address	Type of Service	Location Serviced
National Grid	65809-82043 & 90738-45047	P.O. Box 1049 Woburn, MA 01888 Office Address: 25 Research Drive Westborough, RI 01582 Office Address: P.O. Box 960 Northborough, MA 01532-0960	Electricity	Providence, RI
Sprague	25983000	Two International Drive, Suite 200 Portsmouth, NH 03801-6810	Oil	Providence, RI
Sprint	261271123	P.O. Box 4181 Carol Stream, IL 60197-4181 Office Address: 6391 Sprint Parkway Overland, KS 66251-4300	Telephone (cell phones)	Providence, RI
Town of Lincoln	48-4219	96 Old River Road Lincoln, RI 02865-1312	Water	Providence, RI
Verizon Wireless	620536274-00001	P.O. Box 25505 Lehigh Valley, PA 18002-5505 Office Address: 20 Alexander Drive Wallingford, CT 06492-2458 P.O. Box 3397 Bloomington, IL 61702	Telephone (cell phones)	Providence, RI
Verizon	381212906-00001	P.O. Box 15062 Albany, NY 12212-5062 Office Address: 140 West Street New York, NY 10007-2141	Telephone (phone line)	Providence, RI
Waste Haulers	5406	P.O. Box 19755 Johnston, RI 02919-0755 Office Address: 1 Starline Way Cranston, RI 02921-3447	Waste Removal	Providence, RI

Utility Provider	Account Number	Address	Type of Service	Location Serviced
Waste Management	607-0005009-0460-2 & 607-005011-460-8	P.O. Box 13648 Philadelphia, PA 19101-3648 Office Address: 575 West St., Suite 210 Mansfield, MA 02048-1160 Office Address: 100 Fannin St., Suite 4000 Houston, TX 77002	Waste Removal	Providence, RI