

**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. 09-12418 (ANV)
)	
Debtors.	)	Jointly Administered
)	

**NOTICE OF FILING OF FINAL FEE
APPLICATION ON BEHALF OF ROBERT M. SILVA**

PLEASE TAKE NOTICE that the above-captioned debtors, as debtors and debtors in possession (collectively, the “Reorganized Debtors”) file on behalf of Robert M. Silva, the Reorganized Debtors’ government relations consultant, the Final Fee Application of Robert M. Silva, Esq. for Allowance of Compensation for Services Rendered and for Reimbursement of Incurred as Government Relations Consultant to the Debtors and Debtors-in-Possession.

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

Dated: December 20, 2010
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

/s/ Paul M. Basta

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

Counsel for the Reorganized Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF RHODE ISLAND**

_____)	
In re:)	Chapter 11
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , ¹)	Case No. 09-12418 (ANV)
Debtors.)	Jointly Administered
_____)	

**FINAL FEE APPLICATION OF ROBERT M. SILVA, ESQ. FOR ALLOWANCE OF
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF
EXPENSES INCURRED AS GOVERNMENT RELATIONS CONSULTANT TO THE
DEBTORS AND DEBTORS-IN-POSSESSION
(November 8, 2009 through November 5, 2010)**

Pursuant to §§ 330 and 331 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure, R.I. LBR 2016-1, and this Court’s amended *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals and Official Committee Members* (as amended, the “Fee Order”), Robert M. Silva, Esq. (“Silva”), government relations consultant to BLB Management Services, Inc., BLB Worldwide Holdings, Inc. and UTGR, Inc. d/b/a Twin River (collectively, the “Debtors”), respectfully submits this *Final Application of Robert M. Silva, Esq. for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred As Government Relations Consultant to the Debtors and Debtors-in-Possession* (the “Application”) for the allowance of compensation and reasonable expenses in the amount of \$16,666.64 for the period extending from November 18, 2009 through and including November 5, 2010 (the “Application Period”). In addition, Silva respectfully requests that this Court grant a Final Order approving the amount of \$44,000.00 for compensation and

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

expenses previously awarded to Silva on an interim basis, representing fees of \$44,000.00 for services rendered.

In support of the Application, Silva respectfully states as follows:

I. BACKGROUND AND AMOUNTS SOUGHT

1. On June 23, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island (the "Court"). On the same day, the Court granted procedural consolidation and joint administration of the Debtors' chapter 11 cases (the "Chapter 11 Cases"). The Debtors continue to manage their business and remain in possession of their property as debtors-in-possession under §§ 1107 and 1108 of the Bankruptcy Code.

2. No trustee or examiner has been appointed in this case. On June 30, 2009, the United States Trustee for the District of Rhode Island appointed an official committee of unsecured creditors (the "Committee").

A. Jurisdiction

3. This Court has jurisdiction to hear and determine this Application pursuant to 28 U.S.C. §§ 1334 and 157. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

4. Venue in this district with respect to this proceeding and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Retention of Silva

6. On or about November 3, 2009, the Debtors filed the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Robert M. Silva, Esq. as Government Relations Consultant to the Debtors and Debtors in Possession Nunc Pro Tunc to*

the Petition Date (the “Silva Retention Application”). On November 18, 2009, the Court entered an Order approving the Silva Retention Application.

7. A copy of the Government Relations Service Agreement executed by the Debtors and Silva with respect to the terms of engagement of Silva as government relations consultant in the Chapter 11 Cases is attached hereto as Exhibit A (the “Government Relations Service Agreement”).

8. Subsequently, the Court entered a Fee Order. Pursuant to the Fee Order, the Court established procedures whereby professionals, pursuant to an Interim Fee Application, could request approval, allowance and payment of the compensation and reimbursable expenses for services rendered.

9. In accordance with the Fee Order, Silva submitted thirteen (13) monthly invoices relating to services rendered during the Application Period on the requisite notice to parties Exhibit B:

<u>Date of Monthly Invoice</u>	<u>Period</u>	<u>Fees and Expenses</u>
December 17, 2009	11/1/2009-11/30/2009	\$5,000.00
January 15, 2010	12/1/2009-12/31/2009	\$5,000.00
February 15, 2010	1/1/2010-1/31/2010	\$5,000.00
March 15, 2010	2/1/2010-2/28/2010	\$5,000.00
April 15, 2010	3/1/2010-3/31/2010	\$5,000.00
May 10, 2010	4/1/2010-4/30/2010	\$5,000.00
June 4, 2010	5/1/2010-5/31/2010	\$5,000.00
July 8, 2010	6/1/2010-6/30/2010	\$5,000.00
August 5, 2010	7/1/2010-7/31/2010	\$5,000.00
September 2, 2010	8/1/2010-8/31/2010	\$5,000.00
October 5, 2010	9/1/2010-9/30/2010	\$5,000.00
December 6, 2010	10/1/2010-10/31/2010	\$5,000.00
December 13, 2010	11/1/2010-11/4/2010	\$ 664.64
Totals:	11/1/2009 – 11/4/2010	\$60,666.64

10. By this Application, Silva requests an Order approving compensation in the amount of \$16,666.64 for professional services rendered in connection with its representation of the Debtors during the Application Period, subject to final approval upon the filing of this final fee application.

11. By this Application, Silva further requests a Final Order approving the amount of \$44,000.00 for compensation previously awarded to Silva on an interim basis, representing total fees of \$60,666.64 for services rendered.

12. Since Silva's engagement was on the basis of a flat fee of \$5,000.00 per month for a period of 13 months, (the period Debtors remained in bankruptcy), there is no submission herewith of a chronological and detailed record of time charges..

THE APPLICATION

13. The Application Period represents the flat fee amount for Silva's representation of the Debtors as government relations consultant.

14. A biographical description of Silva, the attorney who provided services, is attached as Exhibit C.

15. The primary services performed by Silva in this matter are summarized below in this Application.

SUMMARY OF SERVICES RENDERED

16. During the Application Period, Silva performed lobby work as a government relations consultant related to the review, identification and monitoring of the final passage of legislation necessary to allow the Debtors to emerge from bankruptcy, including, but not limited to the following:

- a. The elimination of the current employment and dog racing requirements (RIGOA Contract);
- b. Implementation of an enhanced promotional points program and a new marketing reimbursement structure with the State of Rhode Island;
- c. Establishment of a financial contribution from the State of Rhode Island to assist with the cost of administration;
- d. Approval of 24 hour gaming;
- e. Maintenance of the existing tax structure through the terms of the existing Video Lottery Terminal contract, including the extension thereof;
- f. The waiver of any (1) default of any material covenant, term or condition of the existing VLT contract on or before the effective date of the plan, and (2) implementation of conditions allowing further extension of the existing VLT contract;
- g. Implementation of the program to allow for the reimbursement of promotional credits by the State of Rhode Island;
- h. Implementation of new marketing/advertising reimbursement structure with the State of Rhode Island;
- i. Permanent elimination of simulcasting on Sundays, including rejection of the existing contract with the Rhode Island Greyhound Owners Association (RIGOA);
- j. Modification of the VLT contract requirements for a minimum, full-time employment levels (reduced to 650 FTE's).

Silva also advised Debtors of the substance, procedures, and other requirements of all laws, rules and regulations applicable to Silva's lobbying efforts or other relationships, services and actions related thereto, including but not limited to all laws, rules and regulations applicable to political, charitable, or other contributions as Silva recommended and timely notified Debtors

of, and Silva rendered all proper assistance to the Debtors in order to accomplish all filings and other actions required of the Debtors and/or Silva in order to assure that the actions of the Debtors and Silva complied with said laws, rules and regulations, and other tasks normally performed by lobbyists.

17. In connection with Silva's rendering of services as government relations consultant to the Debtors and pursuant to the Court's Order approving the Silva Retention Application, Silva has requested, in total, compensation of \$60,666.64 which represents the flat fee amount for Application Period.

NOTICE

18. In accordance with the Fee Order § (2)(e), unless otherwise ordered by the Court, this Application and any notice of a hearing on this Application shall be served upon the Debtors, Debtors' out-of-state lead bankruptcy counsel Kirkland & Ellis, the Committee and the United States Trustee. Silva will file an appropriate certificate of service reflecting such service.

CONCLUSION

19. Based upon the foregoing, Silva's fees are reasonable and should be approved by the Court.

20. This is Silva's final application for the allowance of fees.

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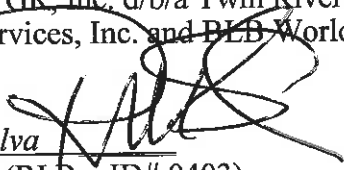
WHEREFORE, Silva respectfully requests that the Court enter an Order:

- (i) Authorizing and approving payment to Applicant in the amount of \$16,666.64 with respect to the Application Period, representing fees of \$16,666.64 for services rendered;
- (ii) Awarding Silva a final allowance of fees already paid to Applicant in the amount of \$44,000.00 for professional services rendered to the Debtors.
- (iii) Granting such other and further relief as this Court deems just and proper in the circumstances.

Respectfully submitted,

Dated: December 17th, 2010

ROBERT M. SILVA, ESQ., government relations consultant to UTGR, Inc. d/b/a Twin River, BLB Management Services, Inc. and BLB Worldwide Holdings, Inc.


/s/ Robert M. Silva
Robert M. Silva (RI Bar ID# 0403)
1100 Aquidneck Avenue
Middletown, RI 02842
Tel: (401) 849-6200
Fax: (401) 849-1820

FEE APPLICATION SUMMARY SHEET

*R.I. Bankr. Form C.2
See R.I. LBR 2016-1(a)(1)*

Fees Previously Requested: \$ 60,666.64
Fees Previously Awarded: \$ 44,000.00

NAME OF APPLICANT:
Robert M. Silva, Esq.
("Silva")

BK No. 09-12418
Chapter 11

ROLE IN THE CASE:
Government Relations
Consultant to the Debtors

Expenses Previously Requested: \$ 0
Expenses Previously Awarded: \$ 0

CURRENT APPLICATION:
Fees Requested: \$16,666.64
Expenses Requested: \$ 0
Blended Hourly Rate: N/A

-----X

In Re:

UTGR, Inc., d/b/a Twin River, et al.²

Debtors

-----X

FEE APPLICATION

NAMES OF PROFESSIONALS/ PARAPROFESSIONALS	YEAR ADMITTED TO PRACTICE	HOURS BILLED Current Application	RATE	TOTAL FOR APPLICATION
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PARTNERS

Robert M. Silva, Esq.	1966	N/A	Flat Fee	\$60,666.64
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² The Debtors in these chapter 11 bankruptcy cases are: UTGR, Inc.; BLB Management Services, Inc.; and BLB Worldwide Holdings, Inc.

R.I. Bankr. Form C.4
See R.I. LBR 2016-1 (a) (9)

FINAL FEE ALLOWANCE SUMMARY

In Re:

UTGR, Inc., d/b/a Twin River, et al.¹

Bk. No. 09-12418
Chapter 11

FEES:

1. Period of Service in this Case	11/8/2009 – 11/4/2010
2. Total Hours of Services Performed this Case:	N/A
3. Blended Hourly Rate for Fees Requested: (Excluding paraprofessionals)	N/A
4. Total Fee Award Requested:	\$60,666.64
5. Retainer Credited Against Reward:	\$0
6. Interim Fees Allowed and Credited Against Award	\$0
7. Final Payment Requested:	\$16,666.64
8. Approximate Distribution to Creditors in this Case:	
(a) Administrative	_____ %
(b) Secured	_____ %
(c) Unsecured	_____ %

EXPENSES:

1. Total Expense Reimbursements Requested:	\$0
2. Expenses Allowed to Date:	\$0
3. Expenses Allowed for Final Period:	\$0
4. Breakdown of Item No. 3 Total:	\$0
a. Travel Expense	\$0
b. Postage:	\$0
c. Photocopies:	\$0
d. Express Mail/Messenger:	\$0
e. Overtime Charges:	\$0
f. Other Expenses (Itemize):	\$0

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

Exhibit A

Government Relations Service Agreement

GOVERNMENT RELATIONS SERVICE AGREEMENT

This Government Relations Services Agreement is entered into as of this 1st day of November 2009 by and between ROBERT M. SILVA, with a principal business address of 1100 Aquidneck Avenue, Middletown, Rhode Island 02842 (hereinafter referred to as "Consultant") and UTGR, Inc. d/b/a Twin River ("UTGR") with a principal business address of 10 Twin River Road, Lincoln, Rhode Island 02865 and shall terminate as provided in Paragraph 7 herein.

1. **Retention of Consultant.**

UTGR hereby retains Consultant, and Consultant hereby accepts such retainer, to provide government relations services for UTGR in Rhode Island. These services shall only be provided by Consultant when directed to do so by either Craig Eaton or George Papanier ("Executives").

2. **Scope of Services.**

The services to be provided by Consultant hereunder at Executives' request shall include, but not be limited to, the following:

- a. Reviewing, identifying and monitoring legislation;
- b. Advocacy and representation before any pertinent executive, legislative and/or administrative body of the State of Rhode Island;
- c. Keeping UTGR advised of the substance, procedures and other requirements of all laws, rules and regulations applicable to the lobbying or other relationships, services and actions of the parties contemplated by this Agreement, including but not limited to all laws, rules and regulations applicable to political, charitable or other contributions as may be recommended by Consultant, and timely notifying UTGR of, and rendering all proper assistance to UTGR in order to accomplish, all filings and other actions required of UTGR and/or Consultant in order to assure

that the actions of the parties under or in connection with this Agreement comply with said laws, rules and regulations; and

- d. Other tasks normally performed by lobbyists.

3. Compensation.

In compensation for Consultant's services hereunder, UTGR shall pay to Consultant as follows: \$5,000 for each month of the year. The effective date hereof shall be as of the approval of the US Bankruptcy Court.

4. Expenses.

UTGR agrees to reimburse Consultant for all reasonable and necessary expenses incurred by Consultant on UTGR's behalf and in furtherance of Consultant's services hereunder and approved in advance by one of the UTGR representatives set forth in Section 1 above. Reimbursement of Consultant's expenses shall be made only upon submission to UTGR of receipts or vouchers verifying disbursements in sufficient detail to identify the nature and amount of each expense incurred.

5. No Political Contributions.

Consultant agrees that he shall not make any political contribution on UTGR's behalf without obtaining the prior specific approval of one of the Executives.

6. Term.

The term of this Agreement shall commence upon approval by the United States Bankruptcy Court and unless otherwise terminated as set forth in Section 7 herein, shall continue through June 30, 2010.

7. Termination.

UTGR may terminate this Agreement immediately at any time in the event of the occurrence of a material breach by Consultant of any of the terms of this Agreement. A termination under this section shall be effective upon the provision of written notice thereof.

8. Confidentiality.

Consultant acknowledges a duty of confidentiality owed to UTGR. Except as may be specifically authorized in advance by UTGR in writing, Consultant shall not, at any time during or after the term of this Agreement, retain in writing, use, divulge, furnish or make accessible to anyone, or use for his own benefit or for the benefit of others, any information in any form obtained or received by him under or in connection with this Agreement, relating to UTGR.

9. Conflicting Commitments; Other Representations.

Consultant hereby represents and warrants that acceptance of his appointment hereunder does not breach, and the performance of his duties hereunder will not breach, and duty owed by Consultant to any other person, firm, corporation, partnership, association or other business entity.

10. Status.

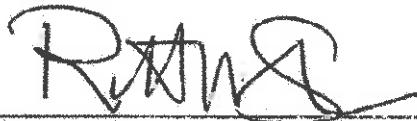
Consultant and UTGR acknowledge that nothing in this Agreement shall create the relationship of employer and employee, partnership, principal and agent, or joint venture between UTGR and Consultant. Consultant shall be an independent contractor of UTGR and as such shall be responsible for all of his taxes and insurance, including but not limited to workers' compensation insurance associated with this contract. Consultant shall not have the authority to bind UTGR nor will Consultant represent to any person that he has such authority.

11. Miscellaneous.

- a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Rhode Island.
- b. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreement and understandings of the parties in respect thereto.
- c. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of any other provisions of this Agreement. If any one or more of the provisions contained herein shall for any reason be held to be excessively broad as to duration, scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- d. This Agreement shall not be modified except in writing signed by both parties hereto.
- e. No waiver of any provisions of this Agreement shall be effective unless agreed to in writing by the party against whom such waiver is sought to be enforced. Waiver of any default or breach hereunder shall not constitute a waiver of any other default or breach whether similar or otherwise.
- f. Any notice required to be sent by one party to the other in accordance with this Agreement shall be in writing and delivered by hand or sent by certified mail, return receipt requested, to the address set forth above, or to such other address as may be specified by like notice from time to time.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement.

ROBERT M. SILVA



By: Robert M. Silva

Date: November 3, 2009

UTGR, INC. d/b/a TWIN RIVER

By: _____

Date: _____

Exhibit B

Monthly Invoices

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{November 2009}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{December 2009}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{January 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{February 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{March 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{April 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{May 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{June 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{July 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{August 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{September 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{October 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$5,000.00	\$0.00		\$5,000.00

Robert M. Silva, Esq. #0403
1100 Aquidneck Avenue
Middletown, Rhode Island 02842
Tel: 1 (401) 849-6200
Fax: 1 (401) 849-1820
Email: rmsilva@silvalawgroup.com

MONTHLY FEE STATEMENT SUMMARY

{November 2010}

Matter	Fees	Expenses	Payments	Balance
Government Relations Consulting- per contract	\$666.64	\$0.00		\$666.64

Exhibit C

Biography of Counsel

Member, Board of Directors, Rhode Island Bicentennial Commission
Secretary, Disciplinary Board of the Supreme Court of Rhode Island
President, Aquidneck Island Development Corporation
Director, Newport County Regional YMCA
Member, Board of Directors, Newport Music Festival
Member, Board of Directors, Providence College Alumni Association
Member, Capital Campaign Committee, Robert Potter League for Animals
Member, Governor Bruce G. Sundlun Transition Policy Committee
Member, Board of Directors, Meeting Street School
Member, Board of Consultants, St. Philomena School
*Co-Chair, Capital Campaign Committee, Norman Bird Sanctuary - Grey
Craig Conservation Project*
Member, Board of Directors, Ocean State Business Development Authority
Director, Boys Clubs and Girls Clubs of Newport County
Member, Executive Committee, Catholic Charity Fund
Co-Chairman, Jubilee '93, Middletown's 250th Anniversary Committee
Member, Board of Directors, Economic Innovation Center
Member, East Providence High School Blue Print Task Force
Member, Board of Governors, Wanumetonomy Golf and Country Club, Inc.

PRESENT: *Advocate, Middletown Knights of Columbus*
Member, Newport Hospital Corporation
President, Portuguese Cultural Foundation, Inc.
Member, Middletown Historical Society
Corporator, BankNewport
Member, Board of Trustees, John E. Fogarty Foundation
Chairman, Middletown Economic Advisory Committee
Member, Advisory Council, Salve Regina University

MILITARY: *Former Member 143rd Air Commando Group, Warwick, R.I.*
*Commissioned Lieutenant, Judge Advocate General's Corps United States
Naval Reserve*

LEGAL: *Member, Newport County and Rhode Island Bar Associations*
*Member, Supreme Court Committee to Review Admissions
Procedure to Rhode Island Bar (1969-1970)*
*Member, Disciplinary Board of the Supreme Court of the State of
Rhode Island (1976-1978)*
Counsel, State of Rhode Island Water Resources Board (1969-1985)
Counsel, East Providence School Department (1993 - 2008)
Former Local Counsel, Portsmouth Abbey School
*Member and Partner, Newport Law Firm of Moore, Virgadamo & Lynch, Ltd.
(1966-1976)*
Private Practice of Law, Robert M. Silva, Ltd. (1977-1986)
Senior Partner, Law Firm of Silva Law Group, Ltd. (1986 to 2004)
*Senior Partner, Law Firm of SILVA, THOMAS, MARTLAND & OFFENBERG, LTD.
(2004 to present)*

Exhibit D

Lobbying (Matter No. 0142543)

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. 09-12418 (ANV)
)	
Debtors.	)	Jointly Administered

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF ROBERT M. SILVA
AS GOVERNMENT RELATIONS CONSULTANT TO DEBTORS**

PLEASE TAKE NOTICE that a hearing (the "Hearing") on the Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Robert M. Silva as Government Relations Consultant to the Debtors (the "Application"), will be held before the Honorable Arthur N. Votolato, Bankruptcy Judge of the United States Bankruptcy Court for the District of Rhode Island (the "Bankruptcy Court"), at the United States Bankruptcy Court on 380 Westminster St., Providence, Rhode Island 02903, on **November 17, 2009 at 1:00 p.m.** (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must comply with the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Bankruptcy Rules and Forms for the United States Bankruptcy Court for the District of Rhode Island (the "Local Bankruptcy Rules") and must be set forth in a writing describing the basis therefore. Additionally, all objections to the Application must be (a) filed with the Bankruptcy Court electronically by registered users of the Bankruptcy Court's case filing system. (b) delivered in hard copy form in an unsealed envelope to the chambers of the Honorable

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

Judge Arthur N. Votolato, United States Bankruptcy Court, 380 Westminster St., Providence, Rhode Island 02903 and marked "Chambers Copy," not later than the next business day following the date on which such Application is electronically filed, and (c) served by first-class mail upon each of the following: (i) the Debtors and their counsel; (ii) the Office of the United States Trustee for the District of Rhode Island; (iii) applicable local, state, and federal regulatory entities; (iv) counsel to the Administrative Agents for the First and Second Lien Lenders; (v) counsel to the equity sponsors; (vi) counsel to those certain contractors who have asserted mechanic's liens against the Debtors; (vii) the Internal Revenue Service; (viii) the Securities and Exchange Commission; and (ix) counsel to the Official Committee of Unsecured Creditors, so as to be actually received no later than November 12, 2009 at 4:00 p.m. (prevailing Eastern Time).

Dated: November 4, 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

/s/ Paul M. Basta

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

Counsel for the Debtors and Debtors in Possession

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. 09-12418 (ANV)
)	
Debtors.	)	Jointly Administered

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
ROBERT M. SILVA AS GOVERNMENT RELATIONS CONSULTANT TO DEBTORS**

The above-captioned debtors, as debtors and debtors in possession (collectively, the "Debtors"), file this application (the "Application") for entry of an order, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to employ and retain Robert M. Silva ("Silva") as government relations consultant in their chapter 11 cases. In support of this Application, the Debtors submit the Declaration of Robert M. Silva (the "Silva Declaration"), attached hereto as Exhibit B. In support of this Application, 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, 327(e), and 328(a) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). Rules 2014(a)

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

and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the District of Rhode Island (the "Local Bankruptcy Rules").

Background

4. On June 23, 2009, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. 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 "Chapter 11 Cases"). The Court has granted procedural consolidation and joint administration of these Chapter 11 Cases [Docket No. 27]. On June 30, 2009, the Office of the United States Trustee for the District of Rhode Island (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee") [Docket No. 85].

Relief Requested

5. By this Application, the Debtors seek entry of an order pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 authorizing the employment and retention of Silva as a government relations consultant in accordance with the terms and conditions set forth in the government relations service agreement between the Debtors and Silva (the "Government Relations Service Agreement"), a copy of which is annexed as Exhibit C hereto and incorporated herein by reference.

Silva's Qualifications

6. The Debtors seek to retain Silva as their government relations consultant because, as set forth below, Silva is highly qualified to provide the government relations advice needed by

the Debtors on a going-forward basis. Silva has served as legal counsel to the Rhode Island Division of Lotteries and its predecessor the Rhode Island Lottery Commission (together, the "RI Lottery") for sixteen years, retiring from that position in May 2008. In his capacity as legal counsel to the RI Lottery, Silva was intimately involved in a number of transactions between the RI Lottery and the Debtors, including the transfer of the Debtors' Twin River video lottery terminal license from its prior holder, Wembley plc, to the Debtors in July 2005. Silva has also represented the RI Lottery and participated in the negotiation of the Debtors' existing gaming contracts between the Debtors and the RI Lottery along with gaming contracts between the RI Lottery and other similar gaming facilities.

7. The Debtors now wish to draw on Silva's expertise and ready familiarity with the operations of the RI Lottery, as well as the Debtors' business operations and other gaming facilities, to assist them with any and all gaming issues in connection with state legislation, advocacy, and representation before the RI Lottery and the State of Rhode Island. Accordingly, Silva has developed relevant experience, knowledge, and expertise regarding the Debtors and their business operations that will assist them in providing effective and efficient services in these Chapter 11 Cases.

Services to Be Provided

8. Pursuant to the Government Relations Service Agreement, Silva is expected to represent the Debtors and their interests before the Rhode Island government in the following manner:

- Reviewing, identifying, and monitoring legislation;
- Advocacy and representation before any pertinent executive, legislative, and/or administrative body of the State of Rhode Island;
- Keeping the Debtors advised of the substance, procedures, and other requirements of all laws, rules, and regulations applicable to the lobbying or

other relationships, services, and actions of the parties contemplated by the Government Relations Service Agreement, including but not limited to all laws, rules, and regulations applicable to political, charitable, or other contributions as may be recommended by Silva and timely notifying the Debtors of, and rendering all proper assistance to the Debtors in order to accomplish, all filings and other actions required of the Debtors and/or Silva in order to assure that the actions of the parties under or in connection with the Government Relations Service Agreement comply with said laws, rules, and regulations; and

- Other tasks normally performed by lobbyists.

9. As of the Petition Date, Silva is not owed any amounts on account of services rendered to the Debtors.

Professional Compensation

10. Subject to approval under section 330(a) of the Bankruptcy Code, Silva intends to apply for compensation for professional services and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, guidelines established by the U.S. Trustee (the "UST Guidelines"), and any other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Government Relations Service Agreement. Silva will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of the services rendered.

11. Pursuant to the terms of the Government Relations Service Agreement, Silva will be compensated in the amount of \$5,000 per month for his services.

12. It is also Silva's policy to charge his clients in all areas of service for all reasonable and necessary expenses incurred in connection with the services provided by Silva. Silva will charge the Debtors for these expenses in a manner and at rates consistent with charges

made generally to Silva's other clients, to the extent that the rates are in accordance with the UST Guidelines.

13. Silva further states that, pursuant to Bankruptcy Rule 2016(b), he has not shared, nor agreed to share, (a) any compensation he has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Silva or (b) any compensation another person or party has received or may receive.

Silva's Lack of Adverse Interests

14. As set forth in further detail in the Silva Declaration, Silva does not have any connections with creditors, equity security holders, and other parties in interest in these Chapter 11 Cases.

15. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Silva's retention are discovered, Silva will use reasonable efforts to file promptly a supplemental declaration.

Basis for Relief

16. The Debtors seek approval of this Application and the Government Relations Service Agreement pursuant to section 327(e) of the Bankruptcy Code, which provides that the Debtors, who are authorized to operate their business under section 1108 of the Bankruptcy Code, may retain special purpose attorneys if in the best interest of the estate. 11 U.S.C. § 327(e). Moreover, section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. . . ." 11 U.S.C. § 328(a).

17. Notably, section 328(e) of the Bankruptcy Code allows the Debtors to retain a professional "on a fixed or percentage fee basis" such as that set forth in the Government Relations Service Agreement (the "Fee Structure"). The Fee Structure is intended to reasonably compensate Silva given the nature and scope of services to be provided pursuant to the Government Relations Service Agreement and is reflective of the market rate for attorneys with Silva's substantial experience. Further, the Fee Structure is consistent with fee structures typically utilized by Silva and other government relations consultants who are paid by the Debtors on a monthly basis. Accordingly, the Debtors believe that the Fee Structure is reasonable and consistent with the requirements of section 328(a) of the Bankruptcy Code.

18. Similar fixed and contingency fee arrangements in other large chapter 11 cases have been routinely approved and implemented in cases of similar size. See, e.g., In re FLYi, Inc., Case No. 05-20011 (Bankr. D. Del. Jan. 17, 2006) (order authorizing retention of Miller Buckfire & Co., LLC on substantially the same terms); In re Foamex Int'l, Inc., Case No. 05-12685 (Bankr. D. Del. Oct. 17, 2005) (same); In re Oakwood Homes Corp., Case No. 02-13396 (Bankr. D. Del. July 21, 2003) (same).

19. Moreover, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, 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.

Fed. R. Bankr. P. 2014(a).

20. The Application, Silva Declaration, and the Government Relations Service Agreement appropriately reflect the nature and scope of services to be provided by Silva. Silva's substantial experience with respect to business issues and relevant legislation affecting the Debtors, and the fee structure utilized by Silva and other lobbyists retained by the Debtors. As set forth above, the Debtors respectfully request authorization to retain Silva as government relations consultant to the Debtors.

Motion Practice

21. This Application 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 Application. Accordingly, the Debtors submit that the Application satisfies Rule 9013-1(a) of the Local Bankruptcy Rules.

Notice

22. The Debtors have provided notice of this Application via first class mail to: (a) the U.S. Trustee; (b) counsel to the Creditors' Committee; (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; (h) the Securities and Exchange Commission; and (i) any persons who have filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

No Prior Request

23. 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 Silva Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: November 4, 2009
Providence, Rhode Island

/s/ Craig Eaton

Craig Eaton
Senior Vice President, General Counsel and Secretary,
UTGR, Inc.

EXHIBIT A

Proposed 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. 09-12418 (ANV)
)	
Debtors.	)	Jointly Administered

ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF ROBERT M. SILVA
AS GOVERNMENT RELATIONS CONSULTANT TO DEBTORS

Upon the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order authorizing the Debtors to employ and retain Robert M. Silva ("Silva") as government relations consultant in their chapter 11 cases, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1; and as more fully set forth in the Application; and upon the Declaration of Robert M. Silva (the "Silva 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 Application 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 Application and of the hearing on the Application (the "Hearing") was appropriate under the particular circumstances; and the Court

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

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

having reviewed the Application, and having heard the statements in support of the relief requested therein at the Hearing; and the Court having determined that the legal and factual bases set forth in the Application and at the 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 Application is granted as set forth in this order (the "Order").
2. The Debtors are authorized to employ and retain Silva as their government relations consultant in accordance with the terms and conditions set forth in the government relations service agreement annexed as Exhibit C to the Application (the "Government Relations Service Agreement").
3. Silva is authorized to render professional services to the Debtors as described in the Government Relations Service Agreement.
4. Silva shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any other applicable procedures and orders of the Court.
5. Silva's application for compensation for services rendered and for reimbursement of expenses shall be subject to review by the Court under section 330 of the Bankruptcy Code.
6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Application.
7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: _____, 2009
Providence, Rhode Island

Arthur N. Votolato
United States Bankruptcy Judge

**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. 09-12418 (ANV)
Debtors.	)	Jointly Administered

**DECLARATION OF ROBERT M. SILVA IN SUPPORT OF THE
APPLICATION BY THE DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN
ROBERT M. SILVA AS GOVERNMENT RELATIONS CONSULTANT**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure and Rule 2014-1(a) of the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the District of Rhode Island, I, Robert M. Silva, under penalty of perjury, declare as follows:

1. I am over the age of 18 and competent to testify. I am an attorney at law and a member of the Bar of the State of Rhode Island. I maintain an office at 1100 Aquidneck Avenue, Middletown, Rhode Island 02842. I submit this declaration (the "Declaration") in support of the application (the "Application") of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases") for entry of an order authorizing the employment of Robert M. Silva ("Silva") as government relations consultants to the Debtors, pursuant to section 327(e) of title 11 of the United States Code (the "Bankruptcy Code"). This Declaration constitutes the statement of Silva pursuant to Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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

2. To the best of my knowledge, I am not related to any judge of the United States Bankruptcy Court for the District of Rhode Island or to the United States Trustee for this District (the "U.S. Trustee") or their employees.

3. I do not hold or represent any interest adverse to the Debtors or their estates with respect to any of the matters for which my retention is sought. Insofar as I have been able to ascertain, I do not have any connection with the Debtors in these cases, their creditors, or any other party in interest, or their respective attorneys or accountants, except as hereinafter set forth.

Silva's Qualifications

4. I have served as legal counsel to the Rhode Island Division of Lotteries and its predecessor the Rhode Island Lottery Commission (together, the "RI Lottery") for sixteen years, retiring from that position in May 2008. In my capacity as legal counsel to the RI Lottery, I was intimately involved in a number of transactions between the RI Lottery and the Debtors, including the transfer of the Debtors' Twin River video lottery terminal license from its prior holder, Wembley plc. to the Debtors in July 2005. I have also represented the RI Lottery and participated in the negotiation of the Debtors' existing gaming contracts between the Debtors and the RI Lottery along with gaming contracts between the RI Lottery and other similar gaming facilities.

5. My expertise and ready familiarity with the operations of the RI Lottery, as well as the Debtors' business operations and other gaming facilities, will assist the Debtors with any and all gaming issues in connection with state legislation, advocacy, and representation before the RI Lottery and the State of Rhode Island. Accordingly, I have developed relevant experience, knowledge, and expertise regarding the Debtors that will allow me to provide effective and efficient services in these Chapter 11 Cases.

Services to Be Provided

6. I am to provide the following legal services:
- Reviewing, identifying, and monitoring legislation:
 - Advocacy and representation before any pertinent executive, legislative, and/or administrative body of the State of Rhode Island:
 - Keeping the Debtors advised of the substance, procedures, and other requirements of all laws, rules, and regulations applicable to the lobbying or other relationships, services, and actions of the parties contemplated by the Government Relations Service Agreement, including but not limited to all laws, rules, and regulations applicable to political, charitable, or other contributions as may be recommended by Silva and timely notifying the Debtors of, and rendering all proper assistance to the Debtors in order to accomplish, all filings and other actions required of the Debtors and/or Silva in order to assure that the actions of the parties under or in connection with the Government Relations Service Agreement comply with said laws, rules, and regulations; and
 - Other tasks normally performed by lobbyists.

7. As of the June 23, 2009, the petition date, I am not owed any amounts on account of services rendered to the Debtors prepetition.

Professional Compensation

8. Subject to Court approval under section 330(a) of the Bankruptcy Code, I intend to apply for compensation for professional services and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases, subject to the Court's approval, and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the UST Guidelines, and any other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Government Relations Service Agreement (as defined in the Application). I will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of the services rendered.

9. Pursuant to the terms of the Government Relations Service Agreement, I will be compensated in the amount of \$5,000 per month for my services.

10. It is also my policy to charge my clients in all areas of service for all reasonable and necessary expenses incurred in connection with the services provided by myself. I will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to my other clients, to the extent that the rates are in accordance with the UST Guidelines.

Silva's Lack of Adverse Interests

11. I have not in the past represented, nor currently represent, but may in the future represent entities that are claimants or interest holders of the Debtors or otherwise have interests in these cases.

12. In preparing this Declaration, I used a set of procedures established by myself to determine my relationships, if any, to parties that may have connections to a debtor-client. I obtained from the Debtors and from their bankruptcy counsel a lengthy list of the Debtors, their creditors, other parties in interest, and their respective attorneys and accountants (the "Interested Parties"). I maintain and systematically update my conflict check system in the regular course of my business, and it is my regular practice to make and maintain these records. The conflict check system maintained by myself is designed to include (a) every matter on which I am now or have been engaged, (b) the entity by which I am now or have been engaged, (c) the identity of related parties, and (d) the identity of adverse parties. It is my policy that no new matter may be accepted or opened without completing and submitting the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter, and the related and adverse parties. Accordingly, my conflict check system is intended to assure that the database is updated for every new matter undertaken by myself.

13. I may have performed services in the past and may perform services in the future, in matters related and unrelated to these Chapter 11 Cases, for persons that are creditors or other parties in interest in the Debtors' Chapter 11 Cases, including those among the Interested Parties. As part of my practice, I am retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants, employees of the Debtors, or other parties in interest in these Chapter 11 Cases. At this time, to the best of my current knowledge, information, and belief, I do not hold, represent, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates except as set forth herein.

14. I do not represent any of the Interested Parties.

15. I may own equity and debt securities issued by one or more parties among the Interested Parties.

16. To the best of my current knowledge, information, and belief, I do not and will not represent any interest adverse to the Debtors or their estates with respect to matters on which I am to be employed; neither am I aware of any relationship I may have with any such attorneys, accountants, financial consultants, and investment bankers for the Debtors, their creditors or other parties in interest that would be adverse to the Debtors or their estates with respect to the matters for which I am proposed to be retained.

17. Although there are familial, social, and professional connections among nearly all of the law firms associated with the largest creditors and of the Debtors, and the staffs of U.S. Trustee's offices in this and in other districts, none of these connections appear to carry the potential to affect any matter within the scope of the retention of myself as government relations consultant.

18. No promises have been received by myself as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. I have no agreement with any other entity to share (a) any compensation I have received or may receive for services rendered in connection with these cases with another party or person or (b) any compensation another party or person has received or may receive for services rendered in connection with these cases.

19. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of my retention are discovered, I will use reasonable efforts to file promptly a supplemental declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. This declaration was executed by me at Middletown, Rhode Island, this 4th day of November 2009.

/s/ Robert M. Silva

Robert M. Silva

EXHIBIT C

Government Relations Service Agreement

GOVERNMENT RELATIONS SERVICE AGREEMENT

This Government Relations Services Agreement is entered into as of this 1st day of November 2009 by and between ROBERT M. SILVA, with a principal business address of 1100 Aquidneck Avenue, Middletown, Rhode Island 02842 (hereinafter referred to as "Consultant") and UTGR, Inc. d/b/a Twin River ("UTGR") with a principal business address of 10 Twin River Road, Lincoln, Rhode Island 02865 and shall terminate as provided in Paragraph 7 herein.

1. **Retention of Consultant.**

UTGR hereby retains Consultant, and Consultant hereby accepts such retainer, to provide government relations services for UTGR in Rhode Island. These services shall only be provided by Consultant when directed to do so by either Craig Eaton or George Papanier ("Executives").

2. **Scope of Services.**

The services to be provided by Consultant hereunder at Executives' request shall include, but not be limited to, the following:

- a. Reviewing, identifying and monitoring legislation;
- b. Advocacy and representation before any pertinent executive, legislative and/or administrative body of the State of Rhode Island;
- c. Keeping UTGR advised of the substance, procedures and other requirements of all laws, rules and regulations applicable to the lobbying or other relationships, services and actions of the parties contemplated by this Agreement, including but not limited to all laws, rules and regulations applicable to political, charitable or other contributions as may be recommended by Consultant, and timely notifying UTGR of, and rendering all proper assistance to UTGR in order to accomplish, all filings and other actions required of UTGR and/or Consultant in order to assure

that the actions of the parties under or in connection with this Agreement comply with said laws, rules and regulations: and

- d. Other tasks normally performed by lobbyists.

3. Compensation.

In compensation for Consultant's services hereunder, UTGR shall pay to Consultant as follows: \$5,000 for each month of the year. The effective date hereof shall be as of the approval of the US Bankruptcy Court.

4. Expenses.

UTGR agrees to reimburse Consultant for all reasonable and necessary expenses incurred by Consultant on UTGR's behalf and in furtherance of Consultant's services hereunder and approved in advance by one of the UTGR representatives set forth in Section 1 above. Reimbursement of Consultant's expenses shall be made only upon submission to UTGR of receipts or vouchers verifying disbursements in sufficient detail to identify the nature and amount of each expense incurred.

5. No Political Contributions.

Consultant agrees that he shall not make any political contribution on UTGR's behalf without obtaining the prior specific approval of one of the Executives.

6. Term.

The term of this Agreement shall commence upon approval by the United States Bankruptcy Court and unless otherwise terminated as set forth in Section 7 herein, shall continue through June 30, 2010.

7. Termination.

UTGR may terminate this Agreement immediately at any time in the event of the occurrence of a material breach by Consultant of any of the terms of this Agreement. A termination under this section shall be effective upon the provision of written notice thereof.

8. Confidentiality.

Consultant acknowledges a duty of confidentiality owed to UTGR. Except as may be specifically authorized in advance by UTGR in writing, Consultant shall not, at any time during or after the term of this Agreement, retain in writing, use, divulge, furnish or make accessible to anyone, or use for his own benefit or for the benefit of others, any information in any form obtained or received by him under or in connection with this Agreement, relating to UTGR.

9. Conflicting Commitments; Other Representations.

Consultant hereby represents and warrants that acceptance of his appointment hereunder does not breach, and the performance of his duties hereunder will not breach, and duty owed by Consultant to any other person, firm, corporation, partnership, association or other business entity.

10. Status.

Consultant and UTGR acknowledge that nothing in this Agreement shall create the relationship of employer and employee, partnership, principal and agent, or joint venture between UTGR and Consultant. Consultant shall be an independent contractor of UTGR and as such shall be responsible for all of his taxes and insurance, including but not limited to workers' compensation insurance associated with this contract. Consultant shall not have the authority to bind UTGR nor will Consultant represent to any person that he has such authority.

11. Miscellaneous.

- a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Rhode Island.
- b. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreement and understandings of the parties in respect thereto.
- c. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of any other provisions of this Agreement. If any one or more of the provisions contained herein shall for any reason be held to be excessively broad as to duration, scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- d. This Agreement shall not be modified except in writing signed by both parties hereto.
- e. No waiver of any provisions of this Agreement shall be effective unless agreed to in writing by the party against whom such waiver is sought to be enforced. Waiver of any default or breach hereunder shall not constitute a waiver of any other default or breach whether similar or otherwise.
- f. Any notice required to be sent by one party to the other in accordance with this Agreement shall be in writing and delivered by hand or sent by certified mail, return receipt requested, to the address set forth above, or to such other address as may be specified by like notice from time to time.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement.

ROBERT M. SILVA



By: Robert M. Silva

Date: November 3, 2009

UTGR, INC. d/b/a TWIN RIVER

By: _____

Date: _____



COPY

SILVA, THOMAS, MARTLAND & OFFENBERG, LTD.
ATTORNEYS & COUNSELORS AT LAW

ROBERT M. SILVA
ANDREW A. THOMAS
DAVID P. MARTLAND
CRISTINA M. OFFENBERG

July 22, 2010

Craig Eaton, Esq.
UTGR, Inc., d/b/a Twin River
100 Twin River Road
Lincoln, Rhode Island 02865

Re: Government Relations Service Agreement
By and between UTGR and Robert M. Silva
Dated November 1, 2009

Dear Mr. Eaton:

Please accept this correspondence as my agreement to continue providing consulting services pursuant to the above-referenced Agreement and under the same terms and conditions thereof, with the exception that Paragraph 6 of said Agreement entitled "Term" shall read as follows:

The term of the agreement shall commence upon the approval of the United States Bankruptcy Court, and unless otherwise terminated as set forth in Section 7 herein, shall continue until the emergence from bankruptcy of UTGR, Inc., d/b/a Twin River.

I have included a signed copy of this correspondence which I would ask that you execute and return for my file. With best wishes, I remain

Very truly yours,

**SILVA, THOMAS, MARTLAND
& OFFENBERG, LTD.**

Robert M. Silva, Esq.

RMS:bj

Accepted by:
UTGR, INC., d/b/a TWIN RIVER

Craig Eaton

Its:

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. 09-12418 (ANV)
)	
Debtors.	)	Jointly Administered

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF ROBERT M. SILVA
AS GOVERNMENT RELATIONS CONSULTANT TO DEBTORS**

Upon the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order authorizing the Debtors to employ and retain Robert M. Silva ("Silva") as government relations consultant in their chapter 11 cases, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1; and as more fully set forth in the Application; and upon the Declaration of Robert M. Silva (the "Silva 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 Application 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 Application and of the hearing on the Application (the "Hearing") was appropriate under the particular circumstances; and the Court

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

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

having reviewed the Application, and having heard the statements in support of the relief requested therein at the Hearing; and the Court having determined that the legal and factual bases set forth in the Application and at the 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 Application is granted as set forth in this order (the "Order").
2. The Debtors are authorized to employ and retain Silva as their government relations consultant in accordance with the terms and conditions set forth in the government relations service agreement annexed as Exhibit C to the Application (the "Government Relations Service Agreement").
3. Silva is authorized to render professional services to the Debtors as described in the Government Relations Service Agreement.
4. Silva shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any other applicable procedures and orders of the Court.
5. Silva's application for compensation for services rendered and for reimbursement of expenses shall be subject to review by the Court under section 330 of the Bankruptcy Code.
6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Application.
7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: Nov. 18, 2009
Providence, Rhode Island



Arthur N. Votolato
United States Bankruptcy Judge

Entered on Docket: 11/18/09