

**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
)	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
DONLIN, RECANO & COMPANY, INC. AS NOTICE AND CLAIMS AGENT**

The above-captioned debtors, as debtors and debtors in possession (collectively, the “Debtors”), hereby submit this application (the “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors’ employment and retention of Donlin, Recano & Company, Inc. (“DRC”) as notice and claims agent in connection with the Debtors’ chapter 11 cases. In support of this Application, the Debtors submit the Declaration of Louis A. Recano (the “Recano Declaration”) attached hereto as **Exhibit B**. In further 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.

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

3. The statutory bases for the relief requested herein are section 156(c) of title 28 of the United States Code (the “Judicial Code”) and section 503(b) of title 11 of the United States Code (the “Bankruptcy Code”).

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

² The facts and circumstances supporting this Application 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.

generated at Twin River (after winning customers have been paid), and reimburses Twin River less than 28% of every dollar.

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.

Relief Requested

9. By this Application, the Debtors seek entry of an order authorizing them to employ and retain DRC pursuant to section 156(c) of the Judicial Code and section 503(b) of the Bankruptcy Code to perform notice and claims services for the Debtors in the Chapter 11 Cases, upon the terms and conditions contained in the Services Agreement (as defined herein).

DRC's Qualifications

10. As described in the First Day Declaration, the Debtors have approximately 300 potential creditors. Although the office of the Clerk of the United States Bankruptcy Court for the District of Rhode Island (the "Clerk's Office") ordinarily would serve notice on the Debtors' creditors and other parties in interest and administer claims filed against the Debtors, the Clerk's Office may not have the resources to undertake such tasks with respect to the Chapter 11 Cases in light of the magnitude of the Debtors' creditor body and the tight timelines that frequently arise in complex chapter 11 bankruptcy cases such as the Chapter 11 Cases.

11. Accordingly, the Debtors propose to engage DRC to act as the Debtors' notice and claims agent. This retention is the most effective and efficient manner of noticing the hundreds of creditors and other parties in interest of the commencement of and other developments in the Chapter 11 Cases. In that capacity, DRC will, among other tasks, transmit, receive, docket, and maintain proofs of claim filed in connection with these Chapter 11 Cases.

12. DRC is equipped to handle the volume of mailing and electronic communications necessary to send the required notices to, and process the claims of, creditors and other interested parties in the Chapter 11 Cases. DRC will follow notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference, and as may be established by the Court's orders.

13. DRC has substantial experience in matters of this size and complexity, and has acted as the official notice, claims, and solicitation agent in many large bankruptcy cases nationwide. See, e.g., In re Quebecor World (USA) Inc., Case No. 08-10152 (Bankr. S.D.N.Y. 2008); In re Hancock Fabrics, Inc., Case No. 07-10353 (Bankr. D. Del. 2007); In re M. Fabrikant & Sons, Inc., Case No. 06-12737 (Bankr. S.D.N.Y. 2006); In re New York Westchester Square Medical Center, Case No. 06-13050 (Bankr. S.D.N.Y. 2006); In re Syratech Corp., Case No. 05-11062 (Bankr. D. Mass. 2005); In re US Airways, Inc., Case No. 04-13819 (Bankr. E.D.Va. 2004); and In re The Penn Traffic Company, Case No. 03-22945 (ASH) (Bankr. S.D.N.Y. 2003).

Services to Be Provided

14. Subject to further order of the Court and pursuant to the terms of that certain Services Agreement dated June 21, 2009, between the Debtors and DRC (the “Services Agreement”), attached as **Exhibit C** hereto, the Debtors will employ DRC to provide noticing and claims processing services including, without limitation:

- a. Preparing and serving required notices in the Chapter 11 Cases, including:
 - i. notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee for the District of Rhode Island (the “U.S. Trustee”);
 - v. notices of transfers of claims;
 - vi. notices of any hearings on a disclosure statement and confirmation of the Debtors’ plan or plans of reorganization; and

- vii. such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for the orderly administration of these Chapter 11 Cases.
- b. Within seven (7) days after the service of a particular notice, filing with the Court a copy of the notice served along with a certificate of service indicating the name and complete address of each party served.
- c. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Cases.
- d. Maintaining official claims registers in the Chapter 11 Cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - i. the name and address of the claimant or interest holder, and any agent thereof (if the proof of claim or proof of interest was filed by an agent);
 - ii. the date the proof of claim or proof of interest was received by DRC and/or the Court;
 - iii. the claim number assigned to the proof of claim or proof of interest;
 - iv. the asserted amount and classification of the claim or interest; and
 - v. the applicable Debtor against which the claim or interest is asserted.
- e. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).
- f. Revising the creditor matrix after the applicable objection period expires.
- g. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.
- h. Monitoring the Court's docket for any claims-related pleading filed, and making necessary notations on the claims register.

- i. Maintaining a separate claims register for each Debtor if the Chapter 11 Cases are jointly administered.
- j. Filing a quarterly updated claims register with the Court in alphabetical and numerical order. If there is no claims activity in a particular quarter, a certification of no claim activity may be filed.
- k. Maintaining an up-to-date mailing list of all creditors and all entities that have filed proofs of claim or proofs of interest and/or request for notices in the case and providing such list to the Court or any interested party upon request (within 48 hours).
- l. Providing access to the public for examination of claims and the claims register at no charge.
- m. Forwarding all claims, an updated claims register, and an updated mailing list to the Court within 10 days of entry of an order converting one or more of the Chapter 11 Cases or within 30 days of entry of a final decree in any of the Chapter 11 Cases. The claims register and mailing list will be provided both in hard copy and on disc, and will be provided in alphabetical and numerical order. The mailing list disc will be in .txt format.
- n. Implementing necessary security measures to ensure the completeness and integrity of the claims registers.
- o. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- p. Providing temporary employees to process claims as necessary.
- q. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- r. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors.

15. In addition to the foregoing, DRC will assist with, among other things:

(a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary,

gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administering to claims; and (d) performing other administrative tasks pertaining to the administration of the Chapter 11 Cases as may be requested by the Debtors or the Clerk's Office. DRC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States, and any applicable Court order.

16. DRC also will provide noticing services in these cases to the U.S. Trustee.

Compensation

17. The fees to be charged by DRC in connection with the Chapter 11 Cases are set forth in the Services Agreement. The Debtors propose that the cost of DRC's services be paid from the Debtors' estates as administrative expenses as provided by section 156(c) of the Judicial Code and section 503(b)(1)(A) of the Bankruptcy Code. The Debtors respectfully submit that DRC's rates for its services in connection with the notice, claims processing and solicitation services described above are competitive and comparable to the rates charged by their competitors for similar services in other complex chapter 11 bankruptcy cases.

18. Furthermore, the Debtors respectfully submit that the fees and expenses incurred by DRC are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtors request authorization to compensate DRC on a monthly basis, in accordance with the terms and conditions set forth in the Services Agreement, upon DRC's submission to the Debtors of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by DRC to the Debtors, unless DRC is advised, within ten days of receipt of the invoice, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing

before the Court to consider the disputed invoice. In such case, the Debtors shall remit to DRC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to DRC upon the resolution of the disputed portion, as mandated by this Court.

19. In the event the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, the Debtors request that DRC continue to be paid for its services until the claims filed in the Chapter 11 Cases have been completely processed, and that if claims agent representation is necessary in the converted chapter 7 cases, DRC would continue to be paid in accordance with section 156(c) of the Judicial Code.

DRC's Disinterestedness

20. Although the Debtors do not propose to retain DRC under section 327 of the Bankruptcy Code, DRC has nonetheless conducted a conflicts analysis and, to the best of its knowledge, DRC neither holds nor represents an interest adverse to the Debtors' estates, and has no connection to the Debtors, their creditors, or their related parties. Should DRC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, DRC will use reasonable efforts to file promptly a supplemental declaration.

Basis for Relief

21. Section 156(c) of the Judicial Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases. Specifically, that section provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such

conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Accordingly, section 156(c) of the Judicial Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the Debtors' estates pay the cost of such services. The Court is therefore authorized to approve a claims agent such as DRC to assist the Court, the U.S. Trustee and the Debtors in administering the Chapter 11 Cases.

23. In addition, consistent with the protocol promulgated by the United States Bankruptcy Court for the Southern District of New York "to ensure the use of competitive process in the selection of claims agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c)," the Debtors obtained and reviewed engagement proposals from three court-approved notice and claims agents - DRC, Logan & Company, Inc., and The Garden City Group, Inc. First, the Debtors provided the three notice and claims agents with basic facts about the Debtors' case and asked each notice and claims agent to submit a written proposal based on the facts. Next, the Debtors interviewed each of the candidate firms. Finally, the Debtors asked each notice and claims agent case-specific pricing questions. In the end, the Debtors chose DRC as their notice and claims agent based on DRC's impressive capabilities and competitive price terms.

24. For all of the foregoing reasons, the Debtors believe that the retention of DRC as notice and claims agent in the Chapter 11 Cases is in the best interests of the Debtors, their estates, and their creditors. Furthermore, the Debtors respectfully submit that the fees and expenses that will be incurred by DRC under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

25. Courts routinely approve relief similar to that requested herein in other complex chapter 11 bankruptcy cases. See, e.g., In re Educ. Res. Inst., Inc., Case No. 08-12540 (Bankr. D. Mass. Apr. 15, 2008); In re Syratech Corp., Case No. 05-11062 (Bankr. D. Mass. Feb. 18, 2005); see also In re Masonite Corp., Case No. 09-10844 (Bankr. D. Del. Mar. 17, 2009); In re Pierre Foods, Inc., Case No. 08-11480 (Bankr. D. Del. July 16, 2008); In re Tropicana Entm't LLC, Case No. 08-10856 (Bankr. D. Del. May 6, 2008); In re Leiner Health Prods. Inc., Case No. 08-10446 (Bankr. D. Del. March 12, 2008); In re Wickes Holdings, LLC, Case No. 08-10212 (Bankr. D. Del. Feb. 5, 2008); In re Tweeter Home Entm't Group, Inc., Case No. 07-10787 (Bankr. D. Del. June 13, 2007); In re Hancock Fabrics, Inc., Case No. 07-10353 (Bankr. D. Del. April, 13 2007); In re Dura Auto. Sys., Inc., Case No. 06-11202 (Bankr. D. Del. Oct. 31, 2006).

Motion Practice

26. 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 and Forms of the United States Bankruptcy Court for the District of Rhode Island.

Notice

27. The Debtors have provided notice of this Motion either by electronic mail or facsimile and/or by overnight mail to: (a) the U.S. Trustee; (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. 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

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

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WHEREFORE, for the reasons set forth herein, in the First Day Declaration and in the Recano Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtors to employ and retain DRC as their notice, claims and solicitation agent, effective as of the Petition Date, (b) approving the terms of the Services Agreement, and (c) granting such other and further relief as is appropriate.

Dated: June 23, 2009
Providence, Rhode Island

WINOGRAD, SHINE & ZACKS, P.C.

/s/ Allan M. Shine

Allan M. Shine (Bar No. 0383)
123 Dyer Street
Providence, RI 02903
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- and -

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Proposed Counsel for the Debtors and Debtors in Possession

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 - _____ ()
)	
Debtors.)	Joint Administration Pending
_____)	

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF
DONLIN, RECANO & COMPANY, INC. AS NOTICE AND CLAIMS AGENT**

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 Donlin, Recano & Company, Inc. ("DRC") as the notice and claims agent for the Chapter 11 Cases, effective as of the Petition Date, and as set forth more fully in the Application; and upon the Declaration of George Papanier, President and Chief Operating Officer of UTGR, Inc., in Support of the Debtors' First Day Motions (the "First Day Declaration") and the Recano Declaration; and the Court having found 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 the First Day Declaration, and having heard the statements in support of the relief requested therein; and the Court having found that based on the representations made in the Recano Declaration that DRC does not hold or represent an interest adverse to the Debtors' estates; and the Court having determined that the legal and factual bases set forth in the Application and the First Day Declaration, and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings held 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 DRC as their notice and claims agent in accordance with the terms and conditions set forth in the Application and the Services Agreement, a copy of which is attached to the Motion as Exhibit C.
3. The terms of the Services Agreement are approved.
4. In addition to the services set forth in the Application and the Services Agreement, DRC is authorized to provide other noticing, claims processing, solicitation and administrative services as the Debtors may request from time to time.
5. In addition to the foregoing, DRC is authorized to assist with, among other things:
 - (a) maintaining and updating the master mailing lists of creditors;
 - (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs;
 - (c) tracking and administering to claims; and
 - (d) performing other administrative tasks pertaining to the administration of the Chapter 11 Cases as may be requested by the Debtors or the Clerk's Office (as defined herein). DRC shall follow notice and claim procedures conforming to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States.

6. DRC is appointed as agent for the office of the Clerk of the Court (the “Clerk’s Office”), and, as such, is designated as the authorized repository for all proofs of claims filed in the Chapter 11 Cases, and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk’s Office with a certified duplicate thereof as the Clerk’s Office may direct.

7. DRC is authorized to provide noticing services in the Chapter 11 Cases to the U.S. Trustee.

8. Without further order of the Court, the Debtors are authorized to compensate DRC in accordance with the terms and conditions of the Services Agreement, upon DRC’s submission to the Debtors of invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith, unless DRC is advised, within ten days of receipt of the invoice, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to DRC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to DRC upon the resolution of the disputed portion, as mandated by this Court.

9. The fees and expenses of DRC incurred pursuant to the Services Agreement are to be treated as administrative expenses of the Debtors’ estates pursuant to section 503(b)(1)(A) of the Bankruptcy Code.

10. If the Chapter 11 Cases convert to cases under chapter 7 of the Bankruptcy Code, DRC will continue to be paid for its services until the claims filed in the Chapter 11 Cases have been completely processed, and that if claims agent representation is necessary in the converted chapter 7 cases, DRC will continue to be paid in accordance with section 156(c) of the Judicial Code on the terms set forth in this Order.

11. DRC shall continue to serve as noticing and claims agent in the Chapter 11 Cases, and shall continue to be paid for its services in this capacity under the terms set forth herein and in the Application, until relieved of such duties by order of the Court.

12. In the event DRC is unable to provide the services set out in this Order and the Services Agreement, DRC will immediately notify the Clerk's Office and the Debtors' counsel, and will cause to have all original proofs of claim and computer information turned over to another claims agent designated by the Debtors.

13. The Debtors and DRC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. 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

EXHIBIT B

Recano Declaration

**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
)	

**DECLARATION OF LOUIS A. RECANO IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
DONLIN, RECANO & COMPANY, INC. AS NOTICE AND CLAIMS AGENT**

1. I, Louis A. Recano, being duly sworn, state the following under penalty of perjury:

2. I am the President of Donlin, Recano & Company, Inc. ("DRC"), a company specializing in the administration of large bankruptcy cases.

3. I submit this declaration in support of the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for authorization pursuant to 28 U.S.C. § 156(c) to employ and retain DRC as notice and claims agent in connection with the Chapter 11 Cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

DRC's Qualifications

4. As specialists in legal administration services, DRC provides comprehensive solutions to notice and claims issues in complex chapter 11 bankruptcy cases. With respect to

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.

case management, DRC specializes in noticing, claims processing and other administrative tasks necessary to effectively prosecute chapter 11 bankruptcy cases. Indeed, DRC has provided or currently provides identical or substantially similar services as the services proposed to be provided pursuant to that certain agreement for services between the Debtors and DRC dated as of June 21, 2009 (the “Services Agreement”) in other chapter 11 bankruptcy cases in a variety of jurisdictions. See, e.g., In re Quebecor World (USA) Inc., Case No. 08-10152 (Bankr. S.D.N.Y. 2008); In re Hancock Fabrics, Inc., Case No. 07-10353 (Bankr. D. Del. 2007); In re M. Fabrikant & Sons, Inc., Case No. 06-12737 (Bankr. S.D.N.Y. 2006); In re New York Westchester Square Medical Center, Case No. 06-13050 (Bankr. S.D.N.Y. 2006); In re Syratech Corp., Case No. 05-11062 (Bankr. D. Mass. 2005); In re US Airways, Inc., Case No. 04-13819 (Bankr. E.D.Va. 2004); and In re The Penn Traffic Company, Case No. 03-22945 (Bankr. S.D.N.Y. 2003).

Services to Be Provided

5. Subject to further order of this Court and consistent with the Services Agreement, the Debtors will employ and retain DRC to render the following noticing and claims processing services:

- a. Preparing and serving required notices in the Chapter 11 Cases, including:
 - i. notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee for the District of Rhode Island (the “U.S. Trustee”);
 - v. notices of transfers of claims;

- vi. notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization; and
 - vii. such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for the orderly administration of these Chapter 11 Cases.
- b. Within seven (7) days after the service of a particular notice, filing with the Court a copy of the notice served along with a certificate of service indicating the name and complete address of each party served.
- c. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Cases.
- d. Maintaining official claims registers in the Chapter 11 Cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - i. the name and address of the claimant or interest holder, and any agent thereof (if the proof of claim or proof of interest was filed by an agent);
 - ii. the date the proof of claim or proof of interest was received by DRC and/or the Court;
 - iii. the claim number assigned to the proof of claim or proof of interest;
 - iv. the asserted amount and classification of the claim or interest; and
 - v. the applicable Debtor against which the claim or interest is asserted.
- e. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).
- f. Revising the creditor matrix after the applicable objection period expires.
- g. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.

- h. Monitoring the Court's docket for any claims-related pleading filed and making necessary notations on the claims register.
- i. Maintaining a separate claims register for each Debtor if the Chapter 11 Cases are jointly administered.
- j. Filing a quarterly updated claims register with the Court in alphabetical and numerical order. If there is no claims activity in a given quarter, a certification of no claim activity may be filed.
- k. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the case, and providing such list to the Court or any interested party upon request (within 48 hours).
- l. Providing access to the public for examination of claims and the claims register at no charge.
- m. Forwarding all claims, an updated claims register, and an updated mailing list to the Court within 10 days of entry of an order converting one or more of the Chapter 11 Cases, or within 30 days of entry of a final decree in any of the Chapter 11 Cases. The claims register and mailing list will be provided both in hard copy and on disc, and in alphabetical and numerical order. The mailing list disc will be in .txt format.
- n. Implementing necessary security measures to ensure the completeness and integrity of the claims registers.
- o. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- p. Providing temporary employees to process claims as necessary.
- q. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- r. Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.

6. In addition to the foregoing, DRC will assist with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administering to claims; and (d) performing other administrative tasks pertaining to the administration of the Chapter 11 Cases as may be requested by the Debtors or the Clerk's Office. DRC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States, and any applicable Court order.

Professional Compensation

7. The Services Agreement sets forth the fees DRC charges for the services it will provide to the Debtors. The proposed compensation arrangement is consistent with, and typical of, arrangements of DRC and its competitor firms to provide claims and noticing agent services in complex chapter 11 bankruptcy cases.

8. DRC requests that the Debtors pay their fees and expenses in accordance with the terms of the Services Agreement. DRC will submit to the Debtors invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

DRC's Disinterestedness

9. The Debtors have many creditors. Proposed counsel for the Debtors has provided me with a list of certain of the Debtors' creditors and other parties-in-interest (the "Conflicts List"). I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List, DRC may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that to the best of my present knowledge, DRC has not in the past and is not currently representing any of the parties on the Conflicts List. DRC has not and will not represent the separate interests of any of the

Debtors' creditors in the Chapter 11 Cases. Additionally, DRC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of DRC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

10. Although the Debtors do not propose to retain DRC under section 327 of the Bankruptcy Code, DRC has nonetheless conducted a conflicts analysis and, to the best of its knowledge, DRC neither holds nor represents an interest adverse to the Debtors' estates, and has no connection to the Debtors, their creditors, or their related parties that would conflict with the scope of DRC's retention or would create any interest adverse to the Debtors' estates.

11. I am not related or connected to, and to the best of my knowledge, no other employee of DRC is related or connected to any United States Bankruptcy Court Judge or District Court Judge for the District of Rhode Island or the United States Trustee for the District of Rhode Island or to any employee in the offices thereof.

12. Notwithstanding anything contained herein, as part of its diverse business, DRC is the noticing and claims agent for debtors in numerous cases involving many different creditors (including taxing authorities), professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may be creditors or represent creditors and parties-in-interest in the Chapter 11 Cases. In addition, DRC has in the past and will likely in the future continue working with or against other professionals involved in the Chapter 11 Cases in matters unrelated to the Chapter 11 Cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which DRC is to be engaged.

13. Should DRC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, DRC 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.

Executed on June 21, 2009

By: /s/ Louis A. Recano
Louis A. Recano
President

EXHIBIT C

Services Agreement

Donlin, Recano & Company, Inc.

STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT

TERMS AND CONDITIONS

Donlin, Recano & Company, Inc. (hereinafter called "DRC") agrees to provide UTGR, Inc. d/b/a Twin River, *et al.*, including but not limited to any and all bankruptcy cases filed by any affiliate of UTGR, Inc. d/b/a Twin River, *et al.* (hereinafter called the "Client") and Client agrees to purchase services upon the terms and conditions and in accordance with "Schedule A", attached hereto, and other provisions stated herein, including but not limited to services to be rendered by DRC in connection with consulting services regarding noticing, claims management and reconciliation, solicitation, calculation and tabulation of votes under any plan of reorganization or liquidation (the "Voting Services"). The fees for Voting Services are to be mutually agreed upon by DRC and Client under a separate fee addendum to this agreement at the point in time that Client requests such Voting Services. Client agrees and understands that none of the services constitute legal advice. As a condition of retention, DRC shall agree to maintain records of all services, which at a minimum, will show dates, categories of services, fees charged, and expenses incurred.

1. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include but shall not be limited to re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to Chapter 11 of title 11 of the United States Code, the parties intend that all fees and expenses due under this agreement shall be paid as administrative expenses of the Clients' chapter 11 estate(s). In the event the Clients' bankruptcy case(s) are converted to a Chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a Chapter 11 administrative expense claim. In the event DRC has performed pre-petition services and/or incurred pre-petition costs which have not otherwise been paid in full at the commencement of the bankruptcy case(s), Client covenants and agrees to file (or cause the filing of) with the court, at the option of DRC, either (i) a motion to assume this Agreement and cure any defaults (in the event DRC is retained pursuant to 28 U.S.C. §156(c)), or (ii) file a request for the payment of all such unpaid and outstanding fees and costs without prejudice to DRC's retention hereunder.

2. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which

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DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

3. EVERGREEN RETAINER & INVOICES: At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$25,000.00. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. This agreement shall remain in force until terminated or suspended by either party upon thirty (30) days' notice to the other party for 'cause'. 'Cause' may include failure to pay any fees, costs or other amounts to DRC for more than sixty (60) days from the date of invoice ("Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within twenty (20) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

4. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

5. E-MAIL COMMUNICATIONS: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the

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responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

6. SUPPLIES: All supplies shall be furnished at Client's expense.

7. WARRANTY AND RELIANCE: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC (including all information for preparation of the Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")). All Schedules and Statements filed on behalf of, or by, the Client are reviewed and ultimately approved by the Client, and DRC bears no responsibility for the accuracy or contents therein. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

8. TERM: This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty (30) days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 3 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 3 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

9. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

10. LIMITATION OF LIABILITY: Client agrees that the foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. DRC shall be without liability to the Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. DRC's liability to Client or any person claiming through or under Client for any Losses (as defined below) of any kind, even if DRC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of DRC, shall be limited to the total amount billed or billable to Client for the portion of the particular work which gave rise to the alleged loss. In no event shall DRC's liability to Client for any Losses (as defined below), whether direct or indirect, arising out of this Agreement exceed the total amount billed to Client and actually paid to DRC for the services

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contemplated under this Agreement. In no event shall DRC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement, regardless of whether the claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

11. INDEMNIFICATION: The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

12. CONFIDENTIALITY: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information.

13. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

14. SYSTEMS IMPROVEMENTS: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

15. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

16. JURISDICTION. This Agreement is subject to the approval of the United States Bankruptcy Court for the District of Rhode Island (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

17. FORCE MAJEURE. Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportation disturbance, fire,

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lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

18. NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 419 Park Avenue South, Suite 1206, New York, New York 10016, Attention: Louis A. Recano; if to the Client, to Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York 10022 Attention : Stephen E. Hessler, Esq.

19. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

20. SEVERABILITY. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

21. ASSIGNMENT. This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

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22. GENERAL: The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client, subject to the Client's approval of any proposed modification. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

Accepted and Approved:

Donlin, Recano & Company, Inc.
419 Park Avenue South
New York, New York 10016

By: Scott Y. Sturges
Signature: [Handwritten Signature]
Title: Partner
Date: June 21, 2009

Accepted and Approved:

UTGR, Inc. d/b/a Twin River, et al.

By: Craig C. Eaton
Signature: [Handwritten Signature]
Title: CEO
Date: 6/21/09

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

Donlin, Recano & Company, Inc.

SCHEDULE A
UTGR, Inc. d/b/a Twin River, et al.
Fee Schedule

FEES

As a courtesy Consulting Rates will be discounted 10% for the first six (6) months of this case.

Consulting Services

Clerical / Project Specialist	\$40.00 - \$65.00 per hour
Case Manager	\$180.00 - \$195.00 per hour
Senior Case Manager	\$210.00 - \$235.00 per hour
Senior Managing Consultant	\$240.00 - \$270.00 per hour
Technology/Programming Consultant	\$125.00 - \$195.00 per hour

EXPENSES

Case Management, Services – Noticing, Docketing, Data Storage & Web Hosting

Permitted Users	\$100.00 per user per month
License fee and data storage	\$0.08 per creditor per month (Waived for 3 months) \$0.01 per image per month (Waived for 3 months)
Case-specific public website set-up	Waived
Case-specific public website hosting	\$200.00 per month
Case-specific voicemail box for creditor inquiries	Waived
Case-specific e-mail box for creditor inquiries	Waived
Case-specific call center operator	\$65.00 per hour

Claims Management & Administration

Data Entry	\$0.25 per claim
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Noticing Printing & Publication Services

Set-up	Waived
Electronic noticing (e-mail)	\$0.02 per page
Electronic noticing (domestic facsimile)	\$0.10 per page
Legal notice publishing	Quote prior to publishing
Public Debt and Equity Holder noticing	Not required for this case

Document Management/Imaging

Electronic imaging (scanning & bar coding)	\$0.15 per imaged page
Virtual data room	Quote prior to VDR set-up

Solicitation & Vote Tabulation

Plan & Disclosure Statement Mailings – (CD or print)	Quote prior to printing
Per ballot process charge	Waived

Disbursements

Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Other Expenses

Printing, photocopies and labels	\$0.10 per image
Facsimile – incoming	No charge
Facsimile – outgoing	\$0.10 per image
Archival DVD/CD-ROM	\$50.00 per copy

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