## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA

IN RE:		RECEIVED FPSC
EPICUS COMMUNICATIONS GROUP, INC. Debtor.	CASE NO. 04-34915-BKC-PGH CHAPTER 11	65 MAR 17 AM 11:02
EPICUS, INC.,	CASE NO. 04-34916-BKC-PGH CHAPTER 11	COMMISSION :
Debtor.	CHAFIERII	har been than I to I to
AGREED MODIFICATION	TO AMENDED STIPULATION FOR	

USE OF CASH COLLATERAL OF BELLSOUTH TELECOMMUNICATIONS, INC.

EPICUS, INC., Debtor-in-Possession, (the "Debtor"), and BELLSOUTH TELECOMMUNICATIONS, INC., ("BellSouth"), by and through their undersigned counsel, submit this Agreed Modification to Amended Stipulation for Use of Cash Collateral of BellSouth Telecommunications, Inc. ("Modification") and in support thereof represent as follows:

- 1 On November 29, 2004, the Debtor and BellSouth submitted their Stipulation for Use of Cash Collateral of BellSouth Telecommunications, Inc. ("Stipulation") [CP#27].
- 2. On February 16, 2005, the Debtor and BellSouth submitted their Amended Stipulation for Use of Cash Collateral of BellSouth Telecommunications, Inc. ("Amended Stipulation") [CP#64].
- 3. The Stipulation and Amended Stipulation established, among other things, the due date and amount of the weekly adequate protection payments that the Debtor is obligation to tender to BellSouth.

4. More specifically, paragraph 9 of the Stipulation and Amended Stipulation each provide:

In order (i) to adequately protect BellSouth in connection with the Debtor's use of the Cash Collateral, and (ii) to provide BellSouth with additional adequate protection in respect to any decrease in the value of its interests in the Property resulting from the stay imposed under § 362 of the Bankruptcy Code or the use of the Property by the Debtor, the Debtor would offer as adequate protection of BellSouth's alleged lien, (i) a waiver of its claim against Bell South and a validation of BellSouth's security

interest in the collateral, provided however that such waiver shall not be binding upon any subsequently appointed trustee in the case; (ii) a first priority post-petition lien on all receivables of the Debtor generated post-petition, and (iii) payment of its postpetition obligations to BellSouth payable in the amount of \$265,000.00 every Friday on a weekly basis via wire transfer.

5. The Debtor and BellSouth wish to change the timing and amount of the weekly adequate protection payments and to provide for a recapture of a portion of the previous adequate protection payment amounts in the event a late payment by the Debtor and by way of this Modification seek to replace existing paragraph 9 of the Amended Stipulation in its entirety with the following:

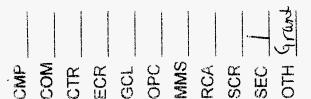
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9. In order (i) to adequately protect BellSouth in connection with the Debtor's use of the Cash Collateral, and (ii) to provide BellSouth with additional adequate protection imposed under 8 362 of the Bankruptcy Code or the use of the Property by the Debtor, the Debtor would offer as adequate protection of BellSouth's alleged lien, (i) a waiver of its claims against BellSouth and a validation of BellSouth's security interest in the collateral, provided however that such waiver shall not be binding upon any subsequently appointed trustee in the case; (ii) a first priority post-petition lien on all receivables of the Debtor generated post-petition, and (iii) payment of its post-petition obligations to BellSouth payable in the amount of \$250,000.00 every Monday, commencing on Monday, February 28, 2005 on a weekly basis via wire transfer, provided however that in the event that the \$250,000.00 payment is not timely received on each Monday, the payment amount for such subject week shall revert to the amount of \$265,000.00. The increased payment obligations resulting from each untimely remittance shall be self-effectuating and shall be payable immediately upon notification from BellSouth of the non-timely receipt of any particular weekly remittance.

- 6. All other provisions of the Amended Stipulation shall remain in full force and effect.
- All objections that have been filed in respect of the Stipulation or the Amended Stipulation shall be applicable to this Modification without the need for such objection parties to reassert their objection.

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I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and that I am in compliance with all additional qualifications to practice before this Court as set forth in Local Rule 2090-1(A).

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## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S. Mail day of March, 2005 to all parties on the attached matrix.

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 2090-1(A).

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