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General Counsel-Florida

BellSouth Telecommunications, Inc.
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August 19, 2002

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Docket No. 001305-TP

Dear Mrs. Bayo:

We are in receipt of the filing made by Supra in the referenced docket on Friday, August 16, 2002. Subject to BellSouth's understanding set forth below, we believe the interconnection agreement signed by Supra is ready for administrative approval as contemplated by the August 9, 2002 order in this docket.

Based on Supra's filing of August 16, 2002, it is our understanding that Supra signed and submitted the interconnection agreement to comply with the Commission's August 9 order, which required a filing of an interconnection agreement signed by both parties. The accompanying letter of Supra's counsel states that the agreement Supra filed is submitted "in Compliance" with that order. BellSouth signed the agreement it submitted to the Commission on July 15, 2002. Subsequently, BellSouth modified pages 42 and 335 of the agreement to reflect the changes ordered by the Commission in its August 9, 2002 order, and forwarded the modified agreement in its entirety to Supra on August 9, 2002. Supra has now signed that modified agreement. Although Supra did not contact BellSouth prior to submitting its August 16 filing, on this specific occasion, Supra correctly assumed that BellSouth's signature on the July 15, 2002 agreement could be applied to the modified agreement forwarded to Supra on August 9, 2002.

DOCUMENT NUMBER-DATE

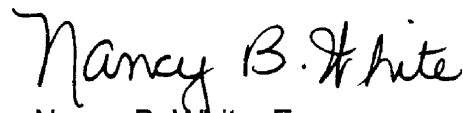
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FPSC-COMMISSION CLERK

BellSouth, however, has not signed any agreement, and would not consent to an agreement, that contains the language in the side letter of Mr. Ramos dated August 16, 2002, as referenced in the handwritten note on the signature page of the agreement Supra signed and submitted. Because Supra was making a submission "in Compliance" with the August 9 order that required an agreement signed by both parties, we understand that the agreement to be approved by the Commission will not include Mr. Ramos' side letter.

Further, we agree to accept Supra's adoption of the dispute resolution provisions of the BellSouth /AT&T interconnection agreement of October 26, 2001. We are forwarding to Supra today under separate cover an adoption agreement to that effect signed by BellSouth. Enclosed is a copy of the adoption agreement with BellSouth's signature.

Sincerely,

A handwritten signature in black ink that reads "Nancy B. White". The signature is written in a cursive, flowing style.

Nancy B. White, Esq.

(2A)

Enclosure

cc: All Parties of Record
Mr. Olukayode A. Ramos
Brian Chaiken, Esq.
Marshall M. Criser III
R. Douglas Lackey

CERTIFICATE OF SERVICE
Docket No. 001305-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via


Federal Express or Hand Delivery* this 19th day of August, 2002 to the following:

Beth Keating, Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6212
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Wayne Knight, Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
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Ann Shelfer, Esq. (+)
Supra Telecommunications and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center - Ellis Building
Suite 200
Tallahassee, FL 32301-5027
Tel. No. (850) 402-0510
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Brian Chaiken*
Mark Buechele
Paul Turner (+)
Kirk Dahlke
Supra Telecommunications and
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Nancy B. White (22)

(+) Signed Protective Agreement

**ADOPTION AGREEMENT BETWEEN
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

This Adoption Agreement ("Adoption Agreement") is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra Telecom") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Parties entered into an interconnection agreement dated July 15, 2002 ("the Agreement"); and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, Supra Telecom has requested that BellSouth make available the Dispute Resolution Provision from the interconnection agreement between BellSouth and AT&T Communications of the Southern States, Inc. dated October 26, 2001 ("AT&T Agreement");

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Adoption Agreement, Supra Telecom and BellSouth hereby agree as follows:

1. The term of this Adoption Agreement shall be from the Effective Date as set forth in the Agreement and shall expire as set forth in the General Terms and Conditions of the AT&T Agreement. For the purposes of determining the expiration date of this Adoption Agreement pursuant to the General Terms and Conditions of the AT&T Agreement, the expiration date shall be October 25, 2004.
2. BellSouth and Supra shall strike Section 16.1 of the General Terms and Conditions of the Agreement in its entirety and replace it with the following language:

16. Dispute Resolution Process

16.1 Except as otherwise stated in this Agreement, i.e. the process for resolving billing disputes as described in Attachment 6, Section 15, the Parties agree that any other dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, may be taken to the Commission for resolution. The Parties may, by mutual agreement, agree to an alternative dispute resolution mechanism for any dispute, except billing disputes, which shall be resolved as described in Attachment 6, Section 15. Each Party reserves the rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Adoption Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Supra Telecommunications & Information Systems, Inc

By: _____

Name: _____

Title: _____

Date: _____

BellSouth Telecommunications, Inc.

By: Gregory R Follenstine

Name: Gregory R Follenstine

Title: Senior Director

Date: 8/17/02