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March 17, 2003

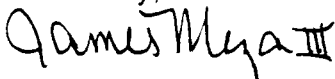
Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
And Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No.: 021069-TP
Request for approval of adoption of language in existing
interconnection agreement between NuVox and BellSouth to
serve as an amendment to existing interconnection agreement
between Supra and BellSouth**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Supra Telecommunications and Information Systems, Inc.'s Petition for Formal Hearing and Opposition to Request for Expedited Procedure and for Hearing Pursuant to Section 120.57(2), Florida Statutes, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

James Meza III (KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
Docket No. 021069-TP

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

First Class U.S. Mail this 17th day of March, 2003 to the following:

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James Meza III (KAB)

BellSouth, including undisputed amounts, unless ordered to pay by the appropriate authority. Supra's business practice was confirmed by a private commercial arbitration panel ("Tribunal"), which held:

Since signing the October 1999 Interconnection Agreement, Supra has disputed **every** invoice from BellSouth and not paid any amount on any invoice until ordered to do so by the Tribunal. This "**free ride**," however fleeting, offends all notices of commercial contracts and fairness in the United States of America. Both individuals and companies such as Supra are expected to pay promptly all legitimate invoices, or at a minimum, the undisputed portions of invoices as a prerequisite to challenging the disputed portions. Supra has not played by these well-accepted rules. **It must stop.**

See August 7, 2002 Arbitration Award at p. 18. The Tribunal further found that "[t]he disputed invoices from June 2001 through June 2002 total over \$100 million. Supra has made only two payments of \$3,527,353.00 and \$,725,967.18, i.e., less than five percent of the total amount of invoices" See September 20, 2002 Clarification and Correction of Award at 9.

In addition, prior to its filing for bankruptcy in October of 2002, Supra's strategy under the Present Agreement and a former agreement, which expired on June 10, 2000 ("Former Agreement"), was to raise numerous claims against BellSouth and then unilaterally offset the amounts owed to BellSouth by Supra's perceived value of those claims. As a result of this practice, BellSouth was forced to sue Supra for nonpayment and litigate Supra's claims in order to receive any payment. For instance, Supra has refused to pay bills rendered by BellSouth from June 2001 to June 2002 because it believes that the value of its claims against BellSouth in the third, fourth and sixth commercial arbitrations currently pending under the Former Agreement exceed the amounts owed to BellSouth for this time period. Unabashedly, even when ordered by the

Tribunal to pay BellSouth \$17.2 million for undisputed billings in Arbitration VI, Supra refused to pay under the guise that Supra's ultimate claim against BellSouth would exceed the amount of that judgment.

In the parties' two-year arbitration proceeding before the Commission, Supra argued that, under the new agreement, it should be allowed to continue its practices of unilaterally offsetting BellSouth's bills. The Commission, however, expressly rejected this argument in PSC Order No. PSC-02-0413-FOF-TP issued on March 26, 2002 ("Final Order. See March 26, 2002, Final Order at 54. In reaching this decision, the Commission held that "Supra's proposed payment terms would provide little incentive for Supra to pay its bills and that other adequate remedies exist for billing disputes. Therefore, the final arbitrated agreement submitted to us for approval shall indicate that both parties are allowed to withhold payment of charges disputed in good faith during the pendency of the dispute. Neither party is allowed to withhold payment of undisputed charges. BellSouth shall be permitted to disconnect Supra for nonpayment of undisputed charges." Id. at 56.

The Commission approved the Present Agreement, which contained the above-quoted language, on August 22, 2002 in Order No. 02-1140-FOF-TP. The Present Agreement is effective "as of" July 15, 2002, but, pursuant to the terms of the Former Agreement, its terms, conditions, and prices apply from June 11, 2000 forward.

Notwithstanding the Commission's prohibition against the use of offset, Supra unilaterally applied offset in an attempt to reduce BellSouth's August Bills, which were for services rendered under the Present Agreement. Specifically, on September 24, 2002, Victor Miriki of Supra informed BellSouth that Supra did not dispute over **\$7.1 million**

of the August Bills. See Sept. 24, 2002 Letter, attached hereto as **Exhibit “A.”** However, Supra only paid **\$2,057,537.98** of the admitted amount owed because it “deducted” **\$5,129,890.69** from the payment to account for amounts that Supra claimed BellSouth owed Supra. Id. This action was in direct violation of the Commission’s Final Order and the parties’ Present Agreement.

Moreover, to further avoid payment of past due amounts under the Present and Former Agreements, Supra filed for bankruptcy on October 23, 2002. While Supra’s filing of bankruptcy affects BellSouth’s rights as Supra’s largest creditor (Supra calculated BellSouth’s claim to exceed \$70 million; BellSouth claims to be entitled to much more), the court has entered certain orders that insure payments to BellSouth on a going forward basis while at the same time establishing new procedures for the resolution of billing disputes. Specifically, the bankruptcy court has ordered Supra to pay BellSouth a weekly payment estimated upon its current line count as adequate assurance that Supra can satisfy its payment obligations post-petition. If Supra fails to make these payments, BellSouth has the right to terminate Supra’s services. Remarkably, these payments have been the only payments BellSouth has received from Supra on a regular and timely basis since Supra adopted the Former Agreement in 1999.

B. Supra Now Attempts to Adopt Portions of a Resale Agreement to Continue Its Pre-Bankruptcy Nonpayment Practice.

On October 22, 2002, after the Commission completed its arbitration proceeding and the day before filing for bankruptcy, Supra filed its Request for Adoption of the billing dispute provisions for resale billings from the NuVox Communications, Inc. (“NuVox”) interconnection agreement. Supra requested approval of the adoption even

though Supra forged BellSouth's signature on the adoption agreement. The NuVox Agreement was effective as of July 1, 2000 and expires on June 30, 2003.

Specifically, Supra requested that certain portions¹ of the billing dispute procedures for *resale* billings in the NuVox Agreement replace the current billing dispute procedures for *all* billings in the Present Agreement, which were arbitrated and ordered by the Commission in the parties' arbitration proceeding. In a blatant attempt to circumvent the Commission's express findings regarding (1) the documentation necessary to comprise a valid dispute; and (2) the prohibition against withholding payments of undisputed amounts, Supra seeks to delete its existing contract language and replace it with incomplete language from an older, almost-expired agreement that, not surprisingly, does not expressly include the same obligations or rights.² Tellingly, the NuVox Agreement contains language regarding the documentation necessary to comprise a valid dispute and language that prohibits the withholding of undisputed amounts billed, but Supra does not seek to adopt this similar language. This fact exposes Supra's motive with this adoption request – to use portions of inapplicable dispute provisions in another agreement to attempt to resurrect its practice of avoiding its payment obligations to BellSouth.

¹ Supra has requested adoption of only a portion of the billing dispute language from the NuVox resale attachment. It has not requested all legitimately related terms and provisions.

² Notwithstanding this fact, there is nothing in the proposed adoption agreement or in the resale billing dispute provisions that can be used as a basis for nonpayment, to obviate BellSouth's right to disconnect Supra for nonpayment of undisputed amounts, or to reject a dispute for insufficient documentation. Furthermore, as set forth supra, the bankruptcy court has made several orders that require Supra to continue to make weekly payments to BellSouth in order to continue to receive service from BellSouth, regardless of what billing dispute language exists in the Present Agreement.

Indeed, at the February 4, 2003 agenda conference, Supra claimed to need the adoption to cure certain issues relating to billing disputes between the parties.³ However, after informing the Commission of additional language that it needed and receiving BellSouth's agreement to amend the Present Agreement to provide Supra with the language it specifically requested, Supra inexplicably recanted and refused to proceed with the negotiated amendment. Such behavior unmistakably proves Supra's nefarious motives. As BellSouth will establish in the hearing of this matter, there are numerous legal, factual, and policy reasons that mandate that the Commission reject Supra's request.

RESPONSE TO ENUMERATED PARAGRAPHS

1. BellSouth admits the allegations of paragraph 1 of the Petition.
2. BellSouth denies the allegations of paragraph 2 of the Petition, except to admit that (1) pursuant to the Administrative Procedure Act ("APA") and Commission rules, Supra has standing to bring the instant protest; (2) the cases and statutes cited by Supra speak for themselves; and (3) Supra filed its adoption request on October 22, 2002, Staff issued its recommendation on January 23, 2003, and the Commission voted on Staff's recommendation on February 4, 2003. BellSouth further states that, as BellSouth will establish in this proceeding, neither the plain reading of Section 252(i) nor the Federal Communication Commission's ("FCC") decision in Qwest Communications

³ It is unclear as to why Supra believes it needs to modify the Present Agreement, because by order of the bankruptcy court, the billing dispute and payment process has been effectively rewritten by the court. Supra's attempted modification of the agreement cannot nullify the court's order.

International, Inc., WC Docket No. 02-89, rel. Oct. 4, 2002, or any other decision from the FCC or any court supports Supra's arguments.⁴

3. BellSouth is without sufficient information to admit or deny the allegations of paragraph 3 of the Petition.

4. BellSouth denies the allegations of Paragraph 4 of the Petition as there are several factual issues that warrant a full evidentiary hearing pursuant to Section 120.57(1), Florida Statutes, including but not limited to (1) what terms are legitimately related to the NuVox resale billing dispute provisions that Supra must adopt; (2) whether Supra can properly extrapolate resale billing dispute provisions to all of BellSouth's bills; (3) whether Supra can extend the life of the resale billing dispute provisions of the NuVox Agreement beyond its stated expiration date of June 30, 2003; (4) whether Supra's adoption request was made within a reasonable period of time, as required in 47 C.F.R. § 51.809(c); (5) the effect of Supra's bankruptcy proceeding on Supra's right to dispute certain bills or to alter its payment obligations to BellSouth as well as the existing billing dispute procedures; and (6) consideration of the FCC's recent questioning and establishment of a Notice of Proposed Rulemaking in the Triennial Review of the scope of an ALEC's "pick and choose" rights under Section 252(i). As will be set forth below, the existence of the above disputed facts require the Commission to conduct a full evidentiary hearing under Section 120.57(1), Florida Statutes to resolve Supra's protest.

5. BellSouth denies the allegations of Paragraph 5 of the Petition, including but not limited to Supra's interpretation of the FCC's Qwest decision. As will be proven in this proceeding, the FCC's Qwest decision is inapplicable to Supra's adoption request,

⁴ BellSouth will address Supra's legal arguments at the appropriate time in this proceeding. Needless to say, however, BellSouth rejects Supra's characterizations of the cases and decisions cited by Supra.

because it was merely addressing the types of agreements that must be filed and approved by the Commission pursuant to Section 252(a)(1) of the Act and not an ALEC's adoption rights under Section 252(i).

6. BellSouth admits the allegations of Paragraph 6 of the Petition.

7. The allegations of Paragraph 7 of the Petition do not require a response from BellSouth, other than to state that Supra is not entitled to any of the relief it seeks. To the extent a response is required, the allegations are denied.

AN EXPEDITED PROCEDURE IS NOT WARRANTED AND A FULL EVIDENTIARY HEARING IS REQUIRED

Supra requests that the Commission implement an expedited procedure to resolve the instant protest on briefs, because it claims that there are no disputed issues of fact. Specifically, Supra requests that the Commission "employ the following process: (1) immediate issue identification within ten (10) days of granting Petition, (2) a very short briefing schedule of ten (10) days, (3) followed by a staff recommendation and a vote at the next regularly scheduled Agenda Conference." See Petition at 2. Although not entirely clear, Supra cites to Section 120.57(2), Florida Statutes and an internal memorandum to a previous Chairman of the Commission in support. For the following reasons, however, Supra is not entitled to an expedited procedure or for resolution of the dispute without a full evidentiary hearing.

First, a full evidentiary hearing is required under the APA, because Supra's protest raises disputed issues of fact. Under Section 120.569, Florida Statutes, a party is entitled to certain procedural safeguards when an agency determines a party's substantial interest in an agency proceeding. As stated by the First DCA, "[a]ny substantially affected person must be provided with a clear point of entry, within a specified time

period after some recognizable event in the investigatory or other free form proceedings, to formal or informal proceedings under 120.57.” Florida League of Cities, Inc. v. Administration Comm’n, 586 So. 2d 397 (Fla. 1st DCA 1991). If the proceeding involves disputed issues of material fact, the proceeding is governed by Section 120.57(1), which requires a full evidentiary hearing.⁵ If there are no disputed issues of material fact, the proceeding is governed by Section 120.57(2), which grants a party the right to present to the Commission written or oral evidence “in opposition to the action of the agency” or a “written statement challenging the grounds upon which the agency has chosen to justify its action or inaction.” See Section 120.57(2).

Here, contrary to Supra’s assertion, there are several questions of fact that require a full evidentiary hearing for resolution pursuant to Section 120.57(1). For instance, Supra fails to inform the Commission that the language it seeks to adopt from the NuVox Agreement applies only to resale bills, and in fact has different billing dispute language for other services. Notwithstanding this fact, Supra improperly attempts to apply this language to all of BellSouth’s billings. Likewise, Supra fails to inform the Commission that it is attempting to adopt only a portion of the NuVox Agreement’s billing dispute provision. Indeed, in its adoption request filed with this Commission, Supra has self-servingly deleted certain language from Supra’s present agreement and has failed to seek adoption of similar language in the NuVox Agreement regarding the payment of undisputed amounts and the requirement to provide sufficient document to support a dispute. Accordingly, there is a question of fact as to what “related terms” Supra is

⁵ Section 120.569, Florida Statutes provides that the parties can agree to waive the requirement of an evidentiary hearing if there are disputed issues of fact. BellSouth does not agree to waive this requirement.

required to adopt in conjunction with the abbreviated resale billing dispute language it has selected.

Moreover, Supra asserts in its adoption request that the amendment will expire when the Present Agreement expires, which is July 14, 2005.⁶ See Adoption Agreement at 1. However, identical to its other arguments, Supra fails to inform the Commission that the NuVox Agreement expires on June 30, 2003. The Commission has previously held that an adoption under Section 252(i) cannot perpetuate the terms of an agreement beyond the life of the original agreement. See Global NAPS Complaint, Order No. PSC-00-0802-FOF-TP (Apr. 24 2000). Consequently, a question of fact exists as to the expiration date of the proposed amendment, which in turn, creates an issue of what language will govern billing disputes once the NuVox Agreement expires on June 30, 2003. In addition, there is a question of fact as to whether Supra's adoption request was within a reasonable period of time, which is required 47 C.F.R. § 51.809(c). Supra submitted its adoption request in September 2002, even though the NuVox Agreement was over two years old at that time and is now set to expire in approximately three months.

Furthermore, numerous questions of fact exist as to the impact of Supra's bankruptcy proceeding on the disputed adoption request and the parties' billing dispute provisions, regardless of which language applies. For example, the bankruptcy court has required Supra to make weekly payments to BellSouth or face disconnection of service. Additionally, the court has established specific time periods for Supra to submit disputes, for negotiation of those disputes, and for resolution of those disputes pursuant to a true-

⁶ Supra's self-serving statement, which was never agreed to by BellSouth, directly contravenes the Present Agreement's express language, which provides that adopted provisions shall apply "for the identical term of such other agreement." See Present Agreement, General Terms and Conditions at § 5.1.

up hearing. Importantly, the bankruptcy court has made certain decisions about billing disputes based upon the current billing dispute language in the Present Agreement, including language that Supra seeks to delete and not replace with corresponding language from the NuVox Agreement, i.e. submitting disputes with sufficient documentation. Consequently, Supra is attempting to use the Commission to obviate the dispute procedures already ordered and relied upon by the court. At a minimum, there is a fundamental question as to the impact the court's rulings have on Supra's adoption request and its attempt to impose new billing dispute provisions.

For all of these nonexhaustive reasons, numerous questions of fact exist that require the Commission to conduct a full evidentiary hearing under Section 120.57(1) to resolve Supra's protest.

Second, to the extent the above-described factual disputes raise policy issues of general applicability regarding the adoption of interconnection agreements, the Commission is required to implement such policies through the APA's rulemaking procedures. A "rule" is defined by the APA as "each agency statement of general applicability that implements, interprets, or prescribes law or policy or describes the procedure or practice requirements of any agency" Section 120.52(15), Florida Statutes. A proposed or existing rule is an invalid exercise of delegated legislative authority if the agency failed to follow the applicable rulemaking procedures or requirements set forth in the APA in adopting the rule. See Section 120.52(8)(a), Florida Statutes. Such procedures require (1) providing notice of a proposed rule in the Florida Administrative Weekly, id. at 120.54(2)(a); (2) holding public workshops if requested, id. 120.54(2)(c); and (3) scheduling a public hearing if requested or if ordered sua sponte by

the Commission, id. 120.54(3)(c). Adopting Supra's proposed hearing schedule would be in violation of the rulemaking procedures, to the extent they are implicated.

Third, contrary to Supra's vacant claims that expedited relief is necessary to avoid immediate harm, Supra is actually experiencing no harm. This is so because, as stated above, the bankruptcy court has imposed specific time periods for Supra to submit billing disputes, for negotiation of those disputes, and for resolution of those disputes pursuant to a true-up hearing. Moreover, the court has ordered Supra to make weekly payments to BellSouth – payments that Supra will be required to continue to make irrespective of whether or not Supra has new billing dispute language. Accordingly, because the bankruptcy court has made certain orders to regulate Supra's disputes and payments to BellSouth, Supra's claim that it needs the Commission to approve its adoption request on an expedited basis to prevent Supra from being harmed rings hollow.

Fourth, any delay associated with the resolution of Supra's adoption request is the result of Supra's own actions, because Supra failed to follow the terms of the Present Agreement in seeking dispute resolution. Section 5.2 of the General Terms and Conditions of the Present Agreement provides that Supra may notify BellSouth of its intent to adopt and the parties shall amend the interconnection agreement within 30 days to incorporate the adoption request, "provided, however, that in the event of a dispute between the Parties regarding the requested adoption, the Parties shall follow the Dispute Resolution Procedures set forth in this Agreement. . . ." Rather than follow this process upon realizing that BellSouth did not agree to the amendment request, Supra forged BellSouth's name to the adoption agreement and unilaterally submitted the request to the Commission for approval. Had Supra not violated the terms of the Present Agreement,

the Complaint proceeding would be well under way and expedited treatment would not be necessary. Supra should not be rewarded for intentionally violating the terms of the Present Agreement in an effort to convince the Commission to approve its improper adoption request without a full evidentiary hearing, as required under the APA.

Moreover, Supra had an opportunity to be heard at the Commission's February 4, 2003 agenda conference. At that time, Supra made representations to the Commission as to why it needed the adoption and what additional language was needed to resolve ongoing issues relating to bill disputes. BellSouth agreed to amend Supra's agreement to add language that Supra claimed it needed, but Supra refused BellSouth's offer to give Supra exactly what it claimed it wanted. Consequently, Supra's alleged "emergency" rests solely from Supra playing fast and loose with the Commission and BellSouth.

Fifth, Supra's attempt to invoke the procedures set forth in a June 19, 2001, internal Commission memorandum ("Memorandum") to a former Commission Chairman is of no force and effect. This Memorandum discussed an internal process for the resolution of "complaints arising from interconnection agreements approved by the Commission under Section 252 of the Telecommunications Act." Keeping with its intent to only govern disputes arising out of interconnection agreements, the expedited complaint process discussed therein is limited to issues of contract interpretation.

In the instant matter, Supra's Petition is not a complaint "arising from an interconnection agreement" and is not limited to "issues of contract interpretation." Rather, it is an adoption request under Section 252(i) that involves a complex web of legal, factual, and policy issues. Indeed, Supra recognizes this very fact in its Petition. See Complaint at n.1. Accordingly, the instant dispute is not the type of dispute that


would be governed by the expedited process discussed in the Memorandum. Moreover, BellSouth is unaware of any Commission rule or decision that adopts the procedure set forth in the Memorandum and questions the Commission's ability to impose it on the parties to this proceeding absent a rulemaking procedure. For this additional reason, the Commission's procedural rules as set forth in the APA and the Florida Administrative Code govern Supra's protest.

CONCLUSION

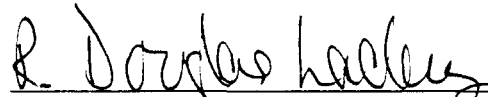
For the foregoing reasons, BellSouth respectfully requests that the Commission reject Supra's request for an expedited procedure and for resolution of Supra's protest without a full evidentiary hearing. BellSouth also requests that the Commission order a full evidentiary hearing pursuant to Section 120.57(1), Florida Statutes, and provide BellSouth with an adequate opportunity to address Supra's erroneous legal arguments as well to resolve the numerous factual and policy questions that exist. In no event should the Commission implement the procedure requested by Supra or approve Supra's adoption request.

Respectfully submitted this 17th day of March, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

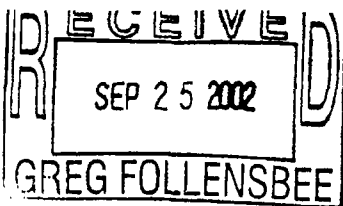


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September 24, 2002

VIA FACSIMILE (404-529-7839) AND OVERNIGHT MAIL

Mr. Greg Follensbee
BellSouth Interconnection Services
4300 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Re: **August Billing Period**

Dear Mr. Follensbee:

In accordance with Attachment 6 Section 14 of the Interconnection Agreement between Supra and BellSouth that govern this billing period, we have identified the following charges as undisputed charges towards all UNE, Resale and Non-Telecommunication service(s) accounts for the August billing period. Please follow the instructions below on how the payment made towards August 2002 bill should be applied:

1. UNE – According to our records, the entire UNE-P access lines amounts to 319,266 billable access lines. Using this number with an average monthly rate of \$21.36 per access line (using UNE rates approved by the FPSC in docket number 990649A-TP, order number PSC-01-2051-FOF-TP the “October Order”) Supra estimates its entire monthly bill for all UNE-P lines for the month of August to be **\$ 6,542,746.13**. This amount includes all network elements as presented by BellSouth in its post hearing brief before the FPSC in docket number 990649ATP dated August 26, 2002. Any and all other charges billed to Supra UNE-P account during the August billing period that deviates from the amounts estimated above should be considered disputed. Supra requires that BellSouth present information with supporting documentation that will validate these disputed charges.
2. RESALE - Our records show we have 3380 and 4781 single and complete choice lines with ADSL respectively. Using average rate of \$14.00 for single lines and \$29.00 for complete choice. We estimate the entire resale bill for August billing period to be **\$174,933.49**. Any and all other charges billed to Supra Resale accounts during the August billing period that deviates from the amounts estimated above should be considered disputed. Supra requires that BellSouth present information with supporting documentation that will invalidate these disputed charges.
3. Non-Telecommunication Services – Based on the information available to us, we estimate the entire bill for all non-telecommunication service to be **\$469,749.05**. This amount constitutes approximately 449 accounts with Internet Call Waiting and 133,579

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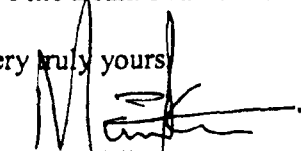
accounts with voicemail service. The Internet Call Waiting rate use in deriving this estimate is \$4.95 and it was obtained from Bellsouth GSST. Also the Voicemail rate use in deriving this estimate is \$3.50 and it was obtained from Bellsouth retail website. Any and all other charges billed to Supra as non-telecommunication services during the August billing period in excess of the amounts estimated above are disputed. Supra requires that BellSouth present information with supporting documentation that will justify the validity of Bellsouth charges. Also, Supra continues its dispute of all charges on UNE combination lines for Privacy Director, which is a telecommunication service. Supra requires that Bellsouth present technical reference or industry guidelines that supports Bellsouth's position that Privacy Director is a non-telecommunication service.

Considering that Bellsouth owes Supra an undisputed \$5,129,890.69 for July, 2002 CABS billing period, Supra has deducted the said amount from Bellsouth's recalculated bills leaving a balance of \$2,057,537.98. As such, we have made a payment in the amount of \$2,057,537.98 to Bellsouth via wire transfer. A copy of the wire transfer receipt is attached. Please confirm receipt of this payment.

In a separate letter, Supra will be addressing the problems with BellSouth's August bills and the lateness of those bills. BellSouth is yet to provide Supra with a complete and accurate bill regarding the August billing period. Again, Supra reminds BellSouth that BellSouth's billing practices are anti-competitive and deliberately designed to confuse Supra and its end users. Supra considers BellSouth over-billing practices a deliberate breach of the parties' agreement.

Should you have any questions, feel free to give me a call. I can be reach at (305) 476-4250.

Very truly yours,



Victor Miriki

Cc: Mr. Olukayode Ramos
Mr. David A. Nilson
Brian Chaiken, Esq.
Kip Edenfield, Esq.

Bank of America



::
From: Bank of America, Wire Transfer Services
Wire Transfer Advice
Date: 24-SEP-2002, Account: 003447083302

SUPRA TELECOMMUNICATIONS
INFORMATION SYSTEMS, INC.
2520 SW 27TH AVE OPERATING ACCOUNT
MIAMI, FL 33133-3005
Attn: RONKE SHOQBOLA

Please contact us at 1-800-333-9473 (WIRE) if you have any questions about this wire transfer. Thank you for using Bank of America Wire Transfer Services.

This transaction was debited today in the amount of 2,057,537.98

Transaction Ref: 020923038265
Fedref/Seq:

IMAD=20020924L1B7039C000141

Bene's Bank: 062000019

AMSOUTH
BIRMINGHAM, AL

Beneficiary: 000000477

BELLSOUTH

Payment Details:

FULL RESERVATION OF RIGHTS BASED ON
OUR LETTER DATED 9/23/02

NNNN