

BELLSOUTH® / CLEC Agreement

Customer Name: AURA Communications, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
AURA Communications, Inc.

AGREEMENT

This Agreement, which shall become effective as of the 29 day of August, 2001, is entered into by and between Aura Communications, Inc., ("Aura") a North Carolina 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, 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 in its entirety; and

WHEREAS, Aura has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the South States, Inc. dated July 20, 2001 for the state of Kentucky.

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

1. Aura and BellSouth shall adopt in its entirety the AT&T Communications of the South States, Inc. Interconnection Agreement dated July 20, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Communications of the South States, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that Aura consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Aura under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the AT&T Communications of the South States, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the General Terms and Conditions of AT&T Communications of the South States, Inc. Interconnection Agreement, the effective date shall be July 20, 2001.

4. Aura shall accept and incorporate any amendments to the AT&T Communications of the South States, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
 9th Floor
 600 North 19th Street
 Birmingham, Alabama 35203
 and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Aura Communications, Inc.
Ron Meece
2608-D Carver Street
Durham, NC 27705
Ph. (919) 620 - 3578

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Aura Communications, Inc.

Signature On File
Signature

Signature on File
Signature

Gregory R. Follensbee
Name

James A. Williams
Name

8/29/2001
Date

8/17/2001
Date

**AMENDMENT
TO THE
AGREEMENT BETWEEN
AURA COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 29, 2001**

Pursuant to this Amendment, (the "Amendment") Aura Communications, Inc. ("Aura") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated August 29, 2001 ("Agreement") for the state of Kentucky.

WHEREAS, BellSouth and Aura entered into the Agreement on August 29, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 6, Connectivity Billing and Recording, Section 1.1.7, is hereby deleted in its entirety and replaced with a new Section 1.1.7 as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated August 29, 2001, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

Aura Communications, Inc.

By: Signature on File

By: Signature on File

Name: C. W. Boltz

Name: James A. Williams

Title: Managing Director

Title: President/CEO

Date: 5/22/2002

Date: 5/15/2002

Attachment 6 -- Connectivity Billing and Recording

1.1.7 Aura shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Aura from its obligation to make complete and timely payments of its bill. Aura shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Aura's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Aura fails to remit to BellSouth any deposit requested pursuant to this Section, service to Aura may be terminated, and any security deposits will be applied to Aura's account(s). In the event that Aura defaults on its account, service to Aura will be terminated, and any security deposits held will be applied to its account.