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August 3, 2005

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

050529-TP

Re: Amendment No. 1 to the Interconnection Agreement between Global
NAPs, Inc. and ALLTEL Florida, Inc.

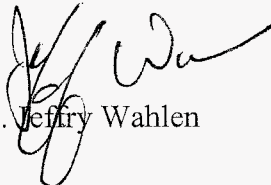
Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of Amendment No. 1 to the
above-referenced Interconnection Agreement.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this
letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

Enclosure

DOCUMENT NUMBER-DATE

07505 AUG-3 05

FPSC-COMMISSION CLERK

Ms. Blanca S. Bayo

8/3/05

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cc: William J. Rooney, Jr.
General Counsel
Global NAPs, Inc.
89 Access Road
Norwood, MA 02062

Bettye Willis
ALLTEL Florida, Inc.
One Allied Drive
Little Rock, AR 72203-2177

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AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

GLOBAL NAPs, Inc.

and

ALLTEL Florida, Inc.

This Amendment No. 1 (the "Amendment") is made this 27th day of May 2005 (the "Amendment Effective Date"), by and between Global NAPs ("CLEC"), a Delaware corporation with its principal place of business at 89 Access Road, Norwood, MA and ALLTEL Florida, Inc., a Florida corporation ("Alltel") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (Global NAPs and Alltel may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Florida

WITNESSETH:

WHEREAS, CLEC and ALLTEL are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, a copy of which is attached hereto as Exhibit 1 (the "Interconnection Agreement"); and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth by an FCC Order on August 20, 2004 in the above referenced dockets; and

WHEREAS, in light of these developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 3 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement.

Attachment 6 Unbundled Network Elements is amended to include the following provisions

2.9 DS1 Loop Caps. Alltel is not obligated to provide CLEC more than ten (10) DS1 unbundled loops to any single building (the "DS1 Cap"). CLEC will cease ordering DS1 unbundled loops with respect to a building once CLEC has already obtained ten (10) DS1 unbundled loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at Alltel's option it may accept the order and fulfill a request for DS1 unbundled loop(s) in excess of the DS1 Cap as a Special Access circuit in accordance with Alltel's Intrastate Special Access tariff and applicable Special Access charges will apply to CLEC for such DS1 loop(s) as of the date of provisioning.

2.10 Alltel will provide written notice to CLEC in the event CLEC has more than ten (10) DS1 unbundled loops to any single building as of the effective date of this amendment. Within thirty (30) calendar days following the date of such notice, CLEC will submit requests to

disconnect or convert the unbundled loops exceeding the DS1 Cap to Special Access circuits. All unbundled loops converted to Special Access will be billed applicable Special Access charges as listed in and be subject to the provisions of the Alltel Intrastate Special Access tariff.

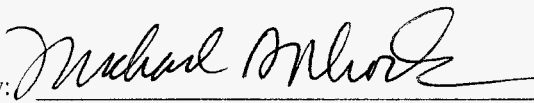
2. Miscellaneous Provisions.

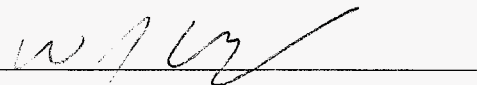
- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

ALLTEL Florida, Inc.

GNAPs

By: 

By: 

Printed: Michael D. Rhoda

Printed: William J. Rooney, Jr.

Title: Vice President – Business Development

Title: General Counsel