

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645

GRACE R. CHIU
DIRECT DIAL (202) 424-7783
GRCHIU@SWIDLAW.COM

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

January 27, 2000

VIA OVERNIGHT DELIVERY

Mr. Dale Hardy Roberts
Executive Secretary - Chief Regulatory Law Judge
Missouri Public Service Commission
The Truman State Office Building
301 West High Street
Jefferson City, MO 65102

FILED

JAN 31 2000

Missouri Public
Service Commission

Re: Case No. TO-2000-274: Joint Application of Advanced Communications Group, Inc. and Feist Long Distance Service, Inc. for Approval to Assign an Interconnection Agreement

Dear Mr. Roberts:

On behalf of Advanced Communications Group, Inc. ("ACG"), enclosed for filing in the above-referenced case is the Amended and Restated Assignment of ACG's interconnection agreement with Southwestern Bell Telephone Company ("SWBT") to Feist Long Distance Service, Inc. ("Feist"), dated November 19, 1999. An original and fourteen (14) copies of this filing are enclosed. Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage paid envelope provided.

By way of background, the Commission's December 14, 1999 Order in this case, approving the assignment of ACG's interconnection agreement with SWBT to Feist ("Order"), requires the filing of a copy of the assignment between ACG and Feist. On December 23, 1999, ACG made the compliance filing, but inadvertently filed a copy of an assignment that had been superseded by the Amended and Restated Assignment enclosed herein. Accordingly, to assure the completeness and accuracy of the record in this case, ACG herewith transmits a copy of the Amended and Restated Assignment of ACG's interconnection agreement with SWBT to Feist.

Pursuant to paragraph 2 of the Order and the instructions of Commission staff, this filing comprises the following documents (collectively identified as Attachment A): (1) the notice of assignment; (2) the assignment clause from the ACG interconnection agreement; and (3) the

Dale Hardy Roberts
Missouri Public Service Commission
January 27, 2000
Page 2

Amended and Restated Assignment. The documents submitted as Attachment A are seriatim page-numbered.

Should there be any questions concerning this filing, please do not hesitate to contact us.

Respectfully submitted,



Grace R. Chiu

Counsel to Advanced Communications Group, Inc.

Enclosure

cc: Jonathan Mirsky (Feist)
Southwestern Bell Telephone Company
Michael A. Pruss (ACG)
Mary Ann (Garr) Young
Richard M. Rindler (w/o encl.)
Alexander M. Stokas

Attachment A

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

KEMAL M. HAWA

DIRECT DIAL (202) 945-6987
KMHAWA@SWIDLAW.COM

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022

September 2, 1999

VIA OVERNIGHT DELIVERY

Ezekiel Vaughn, Account Manager
Southwestern Bell Telephone Co.
Four Bell Plaza, 7th Floor
311 S. Akard St.
Dallas, Texas 75202-5398

**Re: Advanced Communications Group Notice of Assignment to Feist
Long Distance and Feist Long Distance Notice of Termination**

Dear Mr. Vaughn:

Advanced Communications Group, Inc. ("ACG") hereby gives notice of its intent to assign its interconnection agreement with Southwestern Bell Telephone ("SWBT") for the State of Missouri to its wholly owned subsidiary, Feist Long Distance Services, Inc. ("Feist"). This transaction is described more fully below.

In accordance with Section 6.0 of the Missouri Interconnection Agreement between ACG and SWBT, which is attached, ACG hereby gives notice of its intent to assign the above referenced agreement to Feist, a wholly owned subsidiary of ACG. In accordance with the terms of Section 6.0, this assignment will become effective 60 days from SWBT's receipt of this letter.

Please date stamp and return the enclosed copy of this letter in the self-addressed stamped envelope provided. If you have any questions or need to discuss this matter further, please do not hesitate to contact me.

Sincerely,



Kemal M. Hawa

Counsel for Advanced
Communications Group, Inc. and
Feist Long Distance Services, Inc.

cc: Missouri Corporation Commission
Neil Schmid (ACG)
Grace Chiu
Alexander M. Stokas

INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

Advanced Communication Group, Inc.

Ancillary Functions and Resale Services is not degraded and each Party will exercise its best efforts to effect an orderly and efficient transition.

5.0 Assignment

- 5.1 Provided that an assignee agrees to be bound by the Agreement either Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other party of such assignment or transfer. Any attempt at assignment or transfer is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6.0 Confidentiality and Proprietary Information.

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one party to the other in connection with this Agreement, during negotiations (also see the Confidentiality Agreement between the Parties dated June 16, 1998) and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Attachments 5 and 10 concerning Recorded Usage Data, whether disclosed by CLEC to SWBT or otherwise acquired by SWBT in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.
- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a

**AMENDED AND RESTATED
ASSIGNMENT AND ASSUMPTION**

THIS AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION (this "**Assignment**") is entered into as of the 19th day of November, 1999, by and between Advanced Communications Group, Inc., a Delaware corporation (the "**Assignor**"), and Feist Long Distance Service, Inc., a Kansas corporation (the "**Assignee**") (collectively the "**Parties**").

WHEREAS, Assignor has entered into that certain Interconnection Agreement for the State of Missouri (the "**Missouri Agreement**") by and between Assignor and Southwestern Bell Telephone Company, a Missouri corporation (the "**ILEC**");

WHEREAS, Assignor wishes to assign, and the Assignee wishes to assume, the Missouri Agreement in accordance with the terms hereof;

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Section 5 contemplates such an assignment without the consent of the ILEC;
and

WHEREAS, the Parties desire to amend and restate the Assignment and Assumption entered into by and between the Parties as of October 29, 1999, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor does hereby convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in, to, and under all of Assignor's rights under or otherwise with respect to the Missouri Agreement, and Assignee does hereby accept such assignment.
2. **Assumption.** Assignee, in consideration of the foregoing assignment to Assignee of the Missouri Agreement, does hereby assume all of Assignor's obligations, duties, and liabilities under the Missouri Agreement and shall be solely responsible therefor, and agrees that Assignor shall have no further responsibility for such obligations, duties, or liabilities. Assignee hereby agrees to be bound by the Missouri Agreement as if it were an original signatory thereto, and agrees to perform all of the obligations of the Assignor thereunder from and after the date hereof in accordance with the terms of the Missouri Agreement.

3. Indemnification. Assignee agrees to indemnify and hold Assignor harmless with respect to all liabilities and obligations arising under the Missouri Agreement after the date of this Assignment (including, without limitation, any liabilities arising out of Assignee's non-performance of the terms of the Missouri Agreement or this Assignment).
4. Effective Date. This Assignment shall be effective upon approval by the Missouri Public Service Commission (the "**Commission**") of the Parties' application for approval to assign an interconnection agreement filed with the Commission on October 13, 1999. Upon the obtaining of such consent, no further conveyance, assignment, or transfer shall be required, but full and complete right, title, and interest in such Missouri Agreement shall automatically become vested in Assignee by virtue of this Assignment.
5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.
7. Governing Law. This Assignment and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to principles of conflicts of law.
8. Amendments. This Agreement may not be supplemented, amended, nor modified in any manner, in whole or in part, except by a writing signed by Assignee and Assignor.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

ASSIGNOR:

Advanced Communications Group, Inc.

By: _____

Michael A. Pruss
Vice President and Chief
Financial Officer

ASSIGNEE:

Feist Long Distance Service, Inc.

By: _____

Michael A. Pruss
Secretary

CERTIFICATE OF SERVICE

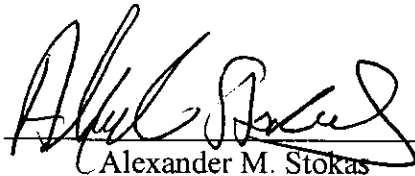
I, Alexander M. Stokas, hereby certify that a true and accurate copy of the foregoing Amended and Restated Assignment of ACG's interconnection agreement with Southwestern Bell Telephone Company to Feist Long Distance Service, Inc., dated November 19, 1999, and the transmittal letter therefor, dated January 27, 2000, was served on this 27th day of January, 2000, to the following by first-class mail, postage prepaid:

Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Paul G. Lane
Leo J. Bub
Anthony K. Conroy
Katherine C. Swaller
Southwestern Bell Telephone Company
One Bell Center, Room 3518
St. Louis, Missouri 63101

Mary Ann (Garr) Young
William D. Steinmeier, P.C.
P.O. Box 104595
Jefferson City, Missouri 65110-4595


Alexander M. Stokas