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December 22, 1999

FILED

DEC 23 1999

**Missouri Public
Service Commission**

Mr. Dale Hardy Roberts
Executive Secretary- Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

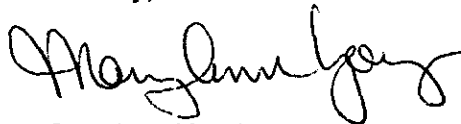
Re: Case No. TO-2000-274
Joint Application for Approval to Assign an Interconnection Agreement
(Advanced Communications Group, Inc., and Feist Long Distance Services, Inc.)

Dear Mr. Roberts:

Enclosed for forwarding to Staff pursuant to Ordered paragraph 2 of the Commission's December 14, 1999, Order Approving Interconnection Agreement are seriatim page-numbered assignment documents which we understand are acceptable to Staff for purposes of adequate documentation of the assignment of the interconnection agreement with Southwestern Bell Telephone Company from Advanced Communications Group to Feist Long Distance Services, Inc. A Notice of this filing is being separately but simultaneously filed with the Commission, also pursuant to the Commission's December 14 Order

Thank you for your assistance in processing this filing. Copies of this filing are also being served on the Office of Public Counsel, General Counsel and Southwestern Bell Telephone Company. If there are any questions, please call me at 634-8109.

Sincerely,



Mary Ann (Garr) Young

cc: Public Counsel
General Counsel
Southwestern Bell Telephone Company
Alex Stokas, Swidler Berlin

SWIDLER BERLIN SHEREFF FRIEDMAN LLP

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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

296945.1

Exhibit A
Notice of Assignment

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INTERCONNECTION AGREEMENT-MISSOURI

between

Southwestern Bell Telephone Company

and

Advanced Communication Group, Inc.

7/1/98

Exhibit B
Assignment Clause

000 2

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

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is entered into as of the 29th day of October, 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; and

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

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.

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: 

Name: MICHAEL A. PRUSS

Its: CHIEF FINANCIAL OFFICER

ASSIGNEE:

Feist Long Distance Service, Inc.

By: 

Name: ANTHONY G. CAPERS

Its: VICE PRESIDENT & ASSISTANT SECRETARY