

EXHIBIT A

Exhibit No. 6
Date 4/25/02 Case No. TM-2002-232
Reporter Klm

**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTURYTEL OF MISSOURI, LLC
AND FIDELITY COMMUNICATION SERVICES II, INC.,
REGARDING INTERCONNECTION AGREEMENT**

Come now Fidelity Communication Services II, Inc. ("Fidelity") and CenturyTel of Missouri, LLC ("CenturyTel"), and hereby enter into this Memorandum of Understanding regarding interconnection issues between Fidelity and CenturyTel as follows:

WHEREAS, Fidelity has adopted the Interconnection Agreement between GTE Midwest Incorporated d/b/a Verizon Midwest ("Verizon") and AT&T Communications of the Southwest, Inc. ("AT&T");

WHEREAS, Verizon and CenturyTel have jointly applied to the Missouri Public Service Commission for approval of the sale and transfer of a portion of Verizon's franchise and facilities in the state of Missouri from Verizon to CenturyTel, which application is pending in Missouri Public Service Commission Case No. TM-2002-232;

WHEREAS, Fidelity wishes to provide competitive local exchange service in certain of the exchanges which are to be transferred; and

WHEREAS, CenturyTel desires to assure Fidelity that, to the extent not technically infeasible, it intends to honor all the rates, terms and conditions of said agreement reached between AT&T and Verizon, as adopted by Fidelity, in order to assure continued and uninterrupted service and in order to facilitate approval of the proposed sale and transfer.

It is hereby agreed between the parties hereto as follows:

A. Upon expiration of Fidelity's existing interconnection agreement, CenturyTel agrees to negotiate in good faith a new interconnection agreement with Fidelity. Except to the extent technically infeasible, CenturyTel will enter into an agreement that has the same rates, terms and conditions as the agreement previously entered into with Verizon. The agreement will be substantially similar to the current agreement with Verizon with only technical differences to

reflect the way CenturyTel interfaces with Fidelity. If CenturyTel and Fidelity are unable to agree on the terms of such agreement, CenturyTel agrees to submit any disputes to the Commission for resolution. CenturyTel agrees to cooperate with Fidelity in requesting expedited approval of any new interconnection agreement from the Commission. CenturyTel shall cooperate with Fidelity to ensure continuity of service for all Fidelity customers.

CenturyTel agrees to provide local interconnection services, as defined in Part 51 of Title 47 of the Code of Federal Regulations, as amended from time to time, and as set forth in the interconnection agreement between Verizon and Fidelity, including, but not limited to, interconnection trunking, number portability and 911/E911 service, for a period of one year after the closing of the sale of the telephone properties referenced herein. If the interconnection agreement has not been replaced through negotiation or arbitration within one year after said closing, such agreement will continue in force on a month-to-month basis until so replaced. CenturyTel shall perform all obligations set forth in such interconnection agreement except for functions, services or elements that CenturyTel is technically incapable of providing. In any proceeding concerning the technical infeasibility of a particular provision of the interconnection agreement, the burden is on CenturyTel to plead and prove such assertion. Notwithstanding the foregoing, Fidelity understands and agrees that the method used by CenturyTel to process service orders will be different from the method currently utilized by Verizon. CenturyTel agrees to make available at the time of the transfer an Internet-based e-mail service ordering system, and Fidelity may choose between placing orders by facsimile or e-mail. This ordering system has been agreed to by Fidelity and CenturyTel and is described in the CenturyTel Service Guide as revised by Fidelity on March 15, 2002, which is incorporated by reference herein. In the event that, after using CenturyTel's e-mail-based service order system, Fidelity believes that the system is unsatisfactory, Fidelity shall notify CenturyTel, and the parties shall attempt, in good faith, to negotiate a resolution. If no resolution can be reached, the parties agree to submit their dispute to the Commission for adjudication.

B. This Memorandum of Understanding may be signed in counterparts, each of which shall be considered an original, and facsimile signatures may be used and shall be deemed the same as original signatures.

C. The parties acknowledge and agree that this Memorandum of Understanding shall be filed with the Missouri Public Service Commission ("Commission") for review and approval by the Commission in Case No. TM-2002-232, and that all agreements set forth herein are conditioned upon such approval. In the event the Commission accepts the specific terms of this Memorandum of Understanding, the signatories waive, with respect to the issues resolved herein, their respective rights to present testimony and to cross-examine witnesses pursuant to § 536.070(2) RSMo 2000, and to present oral argument or written briefs pursuant to § 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to § 536.080.2 RSMo 2000; and their respective rights to judicial review pursuant to § 386.510 RSMo 2000.

Agreed to by the parties hereto as indicated by the signatures of the authorized officer set forth on the dates indicated:

For CenturyTel:

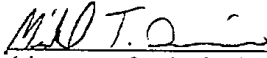
CenturyTel of Missouri, LLC

(signature of authorized agent or officer)
(printed name) _____
(title) _____
(date) _____

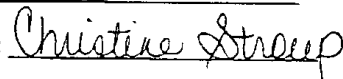
WITNESS: _____

For Fidelity:

Fidelity Communication Services II, Inc.



(signature of authorized agent or officer)
(printed name) Michael T. Davis
(title) Senior Vice President
(date) _____

WITNESS: 

B. This Memorandum of Understanding may be signed in counterparts, each of which shall be considered an original, and facsimile signatures may be used and shall be deemed the same as original signatures.

C. The parties acknowledge and agree that this Memorandum of Understanding shall be filed with the Missouri Public Service Commission ("Commission") for review and approval by the Commission in Case No. TM-2002-232, and that all agreements set forth herein are conditioned upon such approval. In the event the Commission accepts the specific terms of this Memorandum of Understanding, the signatories waive, with respect to the issues resolved herein, their respective rights to present testimony and to cross-examine witnesses pursuant to § 536.070(2) RSMo 2000, and to present oral argument or written briefs pursuant to § 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to § 536.080.2 RSMo 2000; and their respective rights to judicial review pursuant to § 386.510 RSMo 2000.

Agreed to by the parties hereto as indicated by the signatures of the authorized officer set forth on the dates indicated:

For CenturyTel:

CenturyTel of Missouri, LLC

Kenneth Matzdorff
(signature of authorized agent or officer)
(printed name) Kenneth Matzdorff
(title) Region President
(date) 3/28/02

WITNESS: Malinda Baker

For Fidelity:

Fidelity Communication Services II, Inc.

M.T. Davis
(signature of authorized agent or officer)
(printed name) Michael T. Davis
(title) Senior Vice President
(date) _____

WITNESS: Christine Stroup