

appraisers will take place within thirty (30) days of the date of notice of exercise of the option to buy or sell. If the first two appraisers are unable to agree on the selection of a third appraiser, the third appraiser shall be selected by the chief officer in the New Orleans area of the American Arbitration Association. Each appraiser shall be knowledgeable in the telecommunications business. The decision of the appraisers shall be rendered within thirty (30) days of the selection of the third appraiser by majority vote. Any dispute among the appraisers which cannot be resolved by majority vote shall be submitted to arbitration in accordance with Section 12.7.

ARTICLE X
Specific Covenants,
Representations and Warranties

10.1 Application for License. The Parties shall cooperate in good faith in filing the necessary papers and otherwise supporting the Company's efforts to secure FCC approval of this Joint Venture Agreement, and the granting of a license to operate the System; however it is understood that all expenses of filing and prosecuting the application for said license shall be borne by Star, such expenses to be reimbursed out of such revenues or external financings of the Company as shall be first available for distribution.

10.2 Limitation upon Financial Exposure of Telephone. It is mutually agreed that Telephone shall not be subject to any degree of financial exposure until such time as a Construction Permit has been granted by the FCC; provided, however, that any Partner dissatisfied with any condition(s) imposed on the grant of a Construction Permit to the Company may at its sole expense, petition for reconsideration of that grant limited to the acceptability of such condition(s) and/or appeal to a court the lawfulness of imposing such condition(s) on the grant.

10.3 Representations and Warranties. Each Partner represents and warrants that (1) it is a corporation duly incorporated, validly existing and in good standing in the jurisdiction of its incorporation; (2) it has full corporate power and authority to enter into this Joint Venture Agreement and to perform its obligations hereunder; (3) the execution of this Agreement has been duly authorized by all necessary and appropriate

corporate action: (4) the execution of this Agreement and the performance of its obligations hereunder will not conflict, or result in a breach of or default under, any agreement or instrument material to it, to which it is a Partner or by which it is bound, or any order, decree or judgment of any court or governmental agency or body; (5) it is and will remain qualified to hold a construction permit and/or system license under the applicable FCC Rules and Regulations; (6) it has no knowledge of any fact or circumstance which would disqualify it or the Joint Venture from being granted a construction permit or license to operate the System; and (7) all Partners' representatives on the Management Committee shall have full power and authority to vote for the Partner upon all matters described in Article IV hereof and such authority shall not be abrogated until a successor is appointed.

Each Partner covenants, represents and warrants that it has not engaged and shall not engage in any improper act or practice, or fail to take any action required which would result, absent corrective action (provided that such corrective action is taken in a timely manner), either in the license to operate the System not being granted, or once granted, in such license being rescinded, revoked, or not renewed.

Telephone covenants, represents and warrants that it now is engaged directly or indirectly in the business of affording public landline message telephone service in the Service Area and now holds a valid certificate of public convenience and necessity to engage in such service in the Service Area.

ARTICLE XI

Judgments, Indemnification

11.1 Indemnification.

(a) To the extent permitted by law every Person (and the heirs, executors and administrators of such Person) who is or was a member of the Management Committee or any subcommittee shall, in accordance with the provisions of this Section 11.1, be indemnified by the Parties against any and all liability and reasonable expense that may be incurred by such Person in connection with or resulting from any claim,

action, suit or proceeding; provided, that such member of the Management Committee or any subcommittee is wholly successful with respect to any criminal action or proceeding, and had no reasonable cause to believe that his conduct was unlawful. "Claim, action, suit or proceeding" shall include any claim, action, suit or proceeding (whether brought by or in the right of the Partners of the Company, or any other Partnership or otherwise), civil, criminal, administrative or investigative, or threat thereof, in which a member of the Management Committee or any subcommittee (or his heirs, executors or administrators) may become involved, as a Partner or otherwise; either:

- (i) by reason of his being or having been a member of the Management Committee or any subcommittee, or a director or officer of any subsidiary corporation which he served at the request of the Company and of which the Company directly or indirectly is a stockholder or creditor, or in which it is in any way interested; or
- (ii) by reason of his acting or having acted in any capacity in a partnership, association, trust or other organization or entity where he served as such at the request of the Company; or
- (iii) by reason of any action taken or not taken by him in any such capacity, whether or not he continues in such capacity at the time such liability or expense shall have been incurred.

The terms "liability" and "expense" shall include, but shall not be limited to counsel fees and disbursements and amount of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of, a member of the Management Committee or any subcommittee. Notwithstanding the foregoing, no such indemnification shall be made for judgments or amounts in settlement paid to the Partners or the Company. The termination of any claim, action, suit or proceeding, by settlement (whether with or without court approval) or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that a member of the Management Committee or any subcommittee did not meet the standards of conduct set forth in this Section.

(b) Every Person (and the heirs, executors and administrators of such Person) referred to in paragraph (a) of this Section who has been wholly successful with respect to any claim, action, suit or proceeding shall be entitled to indemnification; provided, however, that with respect to any criminal action or proceeding, such person

had no reasonable cause to believe his conduct was unlawful. Every other Person claiming indemnification under paragraph (a) of this Section (and the heirs, executors and administrators of such Person) shall be entitled to indemnification if special independent legal counsel, other than regular counsel of the Partners or the Company, or other disinterested person or persons, in either case selected by the Management Committee, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "Referee"), shall deliver to the Company his written finding that such member of the Management Committee or any subcommittee has met the standards of conduct set forth in said paragraph (a). The person claiming indemnification shall at the request of the Referee appear before him and answer questions which the Referee deems relevant and shall be given ample opportunity to present to the Referee evidence upon which he relies for indemnification, and the Company shall, at the request of the Referee, make available to him facts, opinions and other evidence in any way relevant to his findings which are within the possession or control of the Company. The term "wholly successful" shall mean termination of any action, suit or proceeding against the Person in question without any finding of liability or guilt against him, or the expiration of any reasonable period of time after the making of any claim or threat of an action, suit or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

(c) Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by the Company (by unanimous action of the Management Committee, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he is subsequently determined to be entitled to indemnification under this Section.

(d) The rights of indemnification provided in this Article XI shall be in addition to any rights to which any such member of the Management Committee or any subcommittee may otherwise be entitled by contract or as a matter of law; provided however that payment of indemnification proceeds hereunder does not result in receipt by the indemnified individual of sums in excess of amounts actually expended with respect to the subject claim action, suit, or proceeding.

(e) Persons who are not members of the Management Committee or any subcommittee of the Company but are employees or agents of the Company or any subsidiary or are directors or officers or employees or agents of any subsidiary may be indemnified to the extent authorized at any time or from time to time by the Management Committee.

(f) Irrespective of the provisions of this Section, the Management Committee may, by unanimous vote, at any time or from time to time, approve indemnification of members of the Management Committee or any subcommittee or other persons to the fullest extent permitted by law, whether on account of past or future transactions.

(g) The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Management Committee or any subcommittee, or an employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other organization or entity, against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Company should have the power to indemnify him against such liability under the provisions of this Section.

ARTICLE XII

Miscellaneous

12.1 Notices. All notices and demands required or permitted under this Agreement shall be in writing by Certified Mail, return receipt requested, and shall be directed to the respective Party at its address as shown from time to time on the records of the Company. Any Party may specify a different address by notifying all other Parties in writing of such different address. Such notices shall be effective on the third business day after mailing.

12.2 Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the Parties and it supersedes all prior agreements or understandings between them.

12.3 Governing Law. This Joint Venture Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

12.4 Binding on Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, heirs, administrators, executors, successors and assigns.

12.5 Captions. Captions contained in this Joint Venture Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Agreement or any provision thereof.

12.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12.7 Arbitration. (a) In case any disagreement which cannot be resolved by negotiation, shall arise between the Parties with respect to interpretation of this Agreement, any Party may initiate proceedings to submit such disagreement to arbitration by serving written notice of arbitration on the other Partner, which notice shall include appointment of an arbitrator, naming such arbitrator. Within thirty (30) days after the date that such notice is deemed to be given pursuant to the provisions of Section 12.1, the Partner (or group thereof, if applicable) to whom such notice is given shall similarly appoint an arbitrator by giving like written notice to the initiating Partner or Partners; or, failing to make such appointment, the arbitrator initially appointed shall be empowered to act as the sole arbitrator and to render a binding decision. In such event, such sole arbitrator shall set a date for hearing the dispute not later than ninety (90) days after the date of his appointment, and shall render his decision in writing to the disputing Partners not later than sixty (60) days after the last hearing date.

(b) In the event that the disputing Partners duly appoint arbitrators pursuant to subparagraph (a) above, the two arbitrators so appointed shall, within thirty (30) days after the appointment of the later of them to be appointed, select a third arbitrator who shall act as Chairman of the arbitration panel. Such arbitration panel shall set a time for the hearing of the dispute which shall not be later than sixty (60) days after the date of appointment of the third arbitrator, and the final decision of the arbitrators shall be rendered in writing to the disputing Partners not later than sixty (60) days after the last hearing date.

(c) In the event that the arbitrators appointed by the disputing Partners are not able within thirty (30) days after the appointment of the later of them to be appointed to agree on the selection of a third arbitrator, either one of them may request the American Arbitration Association to select a third arbitrator, and the selection of such third arbitrator by such Association shall be binding.

12.8 Other Business. Without affecting the Partners' duty to perform their obligations hereunder in the best interest of the Company, nothing contained herein other than Section 4.5 shall be construed as limiting the right of any Partner or its Affiliates to engage in any business outside of and independent from the Company, including, but not limited to, the resale of cellular service subject to Section 2.2 above, the selling or leasing of terminal equipment used in connection with cellular service in the Service Area, the construction or operation of cellular systems outside of the Service Area, or other communications businesses within or outside of the Service Area. In such event, such Partner shall not be staffed or funded by the Company; and any benefits and/or obligations arising from such independent business shall inure solely to the Partner and not to this Joint Venture.

IN WITNESS WHEREOF, the undersigned have executed this Joint Venture Agreement as of the date and year first above written.

ATTEST:

SJI CELLULAR, INC.

William J. Franklin

By:

[Signature]

STAR CELLULAR TELEPHONE COMPANY

William J. Franklin

By:

[Signature]



ATTACHMENT C
AMENDMENT TO JOINT VENTURE AGREEMENT
OF
LA STAR CELLULAR TELEPHONE COMPANY

**AMENDMENT TO
JOINT VENTURE AGREEMENT
OF
LA STAR CELLULAR TELEPHONE COMPANY**

This Agreement is entered into this 15th day of June, 1990, by and between SJI Cellular, Inc., a wholly-owned subsidiary of SJI, Inc., organized under the laws of the State of Louisiana (hereinafter referred to as "Telephone") and Star Cellular Telephone Company, operating under the laws of the State of Louisiana (hereinafter referred to as "Star").

WITNESSETH:

WHEREAS Star is a wholly owned subsidiary of United States Cellular Corporation, (hereinafter referred to as "USCC") a Delaware corporation, which, in turn, is a subsidiary of Telephone and Data Systems, Inc., an Iowa Corporation, (hereinafter referred to as "TDS").

WHEREAS pursuant to Stock Purchase Agreement dated July 31, 1987, USCC acquired Star, which owns a 49% general partnership interest in La Star Cellular Telephone Company (hereinafter referred to as "La Star").

WHEREAS pursuant to the Stock Purchase Agreement of July 31, 1987, USCC was assigned Star's interests and rights in La Star as outline in the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 14, 1983.

WHEREAS the parties now seek to amend the Joint Venture Agreement of La Star Cellular Telephone Company to expedite the

processing of La Star's application before the Federal Communications Commission (hereinafter referred to as "FCC" or "Commission").

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the Parties amend the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 14, 1983 as follows:

1. Section 4.2 of the Agreement is amended to read as follows:

The Management Committee may act, pursuant to the provisions of this Agreement, through one or more managers, employees or agents. The Management Committee will move expeditiously to appoint a General Manager, or to retain an appropriate entity to manage the System. The Management Committee shall promptly establish an Engineering Subcommittee and may establish one or more additional subcommittees of its members or other representatives of the Parties and may delegate to such subcommittees such functions as it deems appropriate. Each member of a subcommittee shall be entitled to one vote upon matters delegated to the representative subcommittee. Each Party shall be entitled to at least one representative on each such subcommittee.

Meetings of the Management Committee and any subcommittee shall be held at the principal office of the Company or at such other place as may be determined by the Management Committee. Any subcommittee shall meet as required to carry out its assigned functions.

Meetings of the Management Committee or any subcommittee may

be called by the Chairman or by the Parties possessing a majority interest in the Company on at least five (5) days' advance written notice to each member thereof, unless otherwise waived in writing. Such notice shall state the purpose or purposes for which such meeting is being called. The Chairman is responsible for calling meetings of the Management Committee at least once quarterly.

A meeting of the Management Committee or any subcommittee may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other.

Minutes reflecting the actions of the Management Committee and all subcommittees shall be kept by a Secretary designated by the Chairman. Copies of the minutes shall be maintained at the office of the Company and shall be transmitted to all Parties and to each member of the Management Committee or subcommittee taking the action within thirty (30) days after the meeting in question.

2. Section 4.3 of the Agreement is amended to read as follows:

Actions of Management Committee and Subcommittees.

Except as otherwise expressly provided herein, all actions of the Management Committee or any subcommittee may be taken directly, or may be delegated subject to ratification by the decision of the Management Committee.

Actions of the Management Committee or any subcommittee involving any of the matters enumerated below may be taken directly, or may be delegated, only upon or pursuant to the vote of 80% of the members of the Management Committee:

- (i) the entering into of any agreement or transaction between the Company and any Partner hereto, any Affiliate of a Partner or any director, officer or employee of a Partner; provided, however, that this shall not apply to agreements or transactions for the sale of Cellular service by the Company to a Partner at retail or for resale;
- (ii) distributions in amounts other than as provided by Section 3.4;
- (iii) merger or consolidation of the Company into or with any other entity;
- (iv) acquisition of any business entity if such acquisition results in the Company's engaging indirectly in any business other than Cellular Service;
- (v) admission of a new Partner to the Joint Venture;
- (vi) selection of the Referee pursuant to Section 11.1(b);
- (vii) determination of discounts for resale of cellular services to the public or for sale at bulk rates;
- (viii) the sale, transfer, encumbrance or other conveyance of substantially all of the assets of the Joint Venture other than in connection with the acquisition of operating equipment;
- (ix) engaging in any business other than that described in Section 2.2, except to such minor extent as may arise incident to the purposes stated in such Section 2.2;
- (x) changes in the method of allocating profits and losses to the Capital Account as set forth in Section 3.2;
- (xi) modification or changes in the Agreement;
- (xii) sale or other transfer of all or substantially all of the cellular operating capacity of the Company or the marketing rights thereto.

In any action requiring a vote of the Partners, a Partner may require a vote to be taken by introducing a written resolution at any meeting of the Management Committee, whereupon a vote upon such

resolution must be taken within forty-five (45) days. If a Partner is absent, "abstains" from voting, or otherwise fails to vote "for" or "against" any such resolution, such failure to vote will be considered a vote "for" the resolution unless, within thirty (30) days after notice is given of the original vote on the action, such Partner notifies the Secretary of the meeting in writing of a vote "against" the action.

3. Section 4.5 is amended to read as follows:

Limitations of Duties of Star. Unless otherwise authorize or permitted by the FCC; Star, TDS, USCC and its Affiliates, directors, officers or employees shall not:

- (i) enter into any agreement or transaction with the Company for the construction, management, operation, maintenance of the Company's Cellular System in the Service Area; or the marketing of the Company's Cellular System in the Service Area; or the marketing of the Company's Cellular system services and products at the wholesale and/or retail level;
- (ii) construct, manage, operate, or maintain the Company's Cellular System in the Service Area; or
- (iii) market the Company's Cellular System services and products.

Notwithstanding the foregoing, Star, its Affiliates, directors, officers, and employees may enter into agreements with the Company as permitted by Sections 4.3(i) hereof for the purpose of executing its duties pursuant to Sections 4.1-4.3 hereof, or for the sale, purchase transfer, encumbrance, pledge, redemption, or assignment of its interest, in whole, or in part, in the Company pursuant to Sections 6.1-6.3 hereof.

4. Section 10.1 of the Agreement is amended to read as follows:

Application for License. The Parties shall cooperate in good faith in filing the necessary papers and otherwise supporting the Company's efforts to secure FCC approval of this Joint Venture Agreement, and the granting of a license to operate the System.

5. Section 10.2 of the Agreement is amended to read as follows:

Limitation upon Financial Exposure. Any Partner dissatisfied with any condition(s) imposed on the grant of a Construction Permit to the Company may at its sole expense, petition for reconsideration of that grant limited to the acceptability of such conditions(s) and/or appeal to a court the lawfulness of imposing such conditions(s) on the grant.

6. Full Force and Effect of Unchanged Provisions.

All other sections and provisions of the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 24, 1983, remain unchange and in full force and effect.

7. Counterparts.

This Agreement may be executed in counterpart signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Joint Venture of La Star Cellular Telephone Company as of the date and year first written above, attest;

ATTEST:

SJI CELLULAR, INC.

By: _____
John Brady

STAR CELLULAR TELEPHONE COMPANY

Mary M. Cahill

By: W. Donald Nelson
W. Donald Nelson

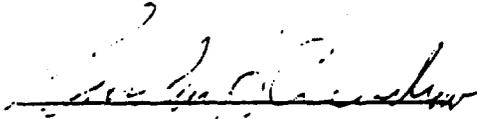
7. Counterparts.

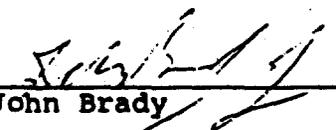
This Agreement may be executed in counterpart signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Joint Venture of La Star Cellular Telephone Company as of the date and year first written above, attest;

ATTEST:

SJI CELLULAR, INC.



By: 

John Brady

STAR CELLULAR TELEPHONE COMPANY

By: _____

Donald Nelson.



ATTACHMENT D

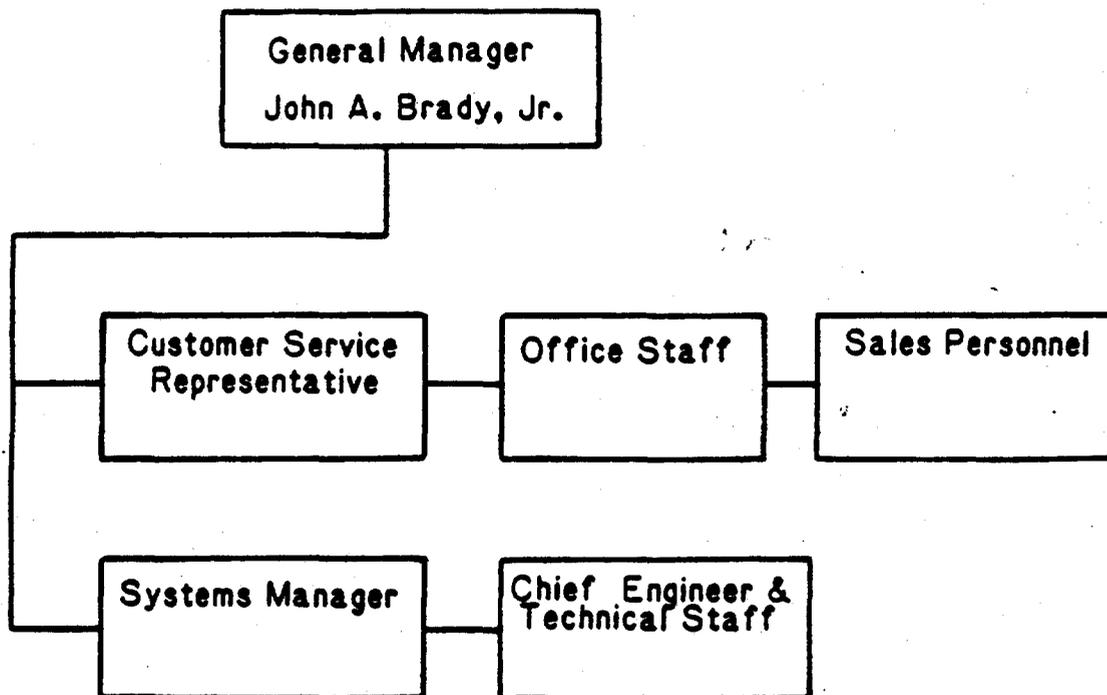
FIGURE 2

TO EXHIBIT L-7 MANAGEMENT

TO THE LA STAR CELLULAR TELEPHONE COMPANY 1983 APPLICATION



Figure 2
La Star Cellular Telephone Co.
System Management Organization





ATTACHMENT E

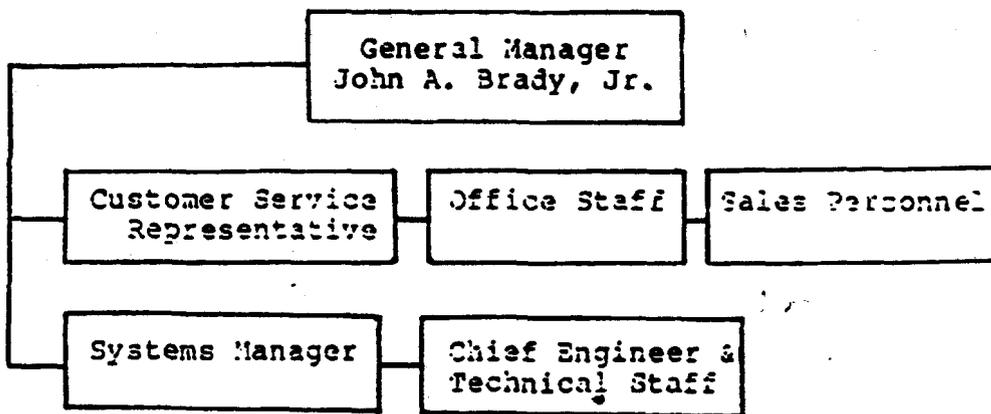
FIGURE 2

TO EXHIBIT L-7 MANAGEMENT

TO THE LA STAR CELLULAR TELEPHONE COMPANY 1987 AMENDMENT



Figure 2
La Star Cellular Telephone Co.
System Management Organization





La Star Exhibit 13

TESTIMONY OF SINCLAIR H. CRENSHAW

SJ1 001409



DECLARATION

I, Sinclair H. Crenshaw, hereby declare under penalty of perjury that the following testimony is true and accurate to the best of my knowledge and belief.

Executed this 12th day of September, 1990.


Sinclair H. Crenshaw



**TESTIMONY
OF
SINCLAIR H. CRENSHAW**

I am house counsel for SJI, Inc. ("SJI") and Vice President of Lafourche Telephone Company ("Lafourche") in charge of planning, legal and regulatory affairs. I am a member of the La Star Cellular Telephone Company ("La Star") Management Committee. I have reviewed the testimony of John A. Brady, Jr. and find it to be true and correct in every respect.

John A. Brady, Jr. delegated to me some of the routine aspects of the La Star proceeding. I was involved in or approved most of the activities enumerated in Mr. Brady's testimony. I was La Star's counsel's contact point for such matters as cell site renewals and tax matters. With respect to cell site renewals, I instructed Arthur V. Belendiuk, La Star's counsel, to renew the options of La Star's cell sites. With respect to tax matters, after United States Cellular Corporation ("USCC") purchased Star, I forwarded the tax returns (which were sent to SJI Cellular) to USCC for processing. La Star, to date, has no income, only expenses. Pursuant to the terms of the Joint Venture Agreement, Star was responsible for paying all of the expenses involved in prosecuting La Star's application. Accordingly, I requested that, USCC, Star's parent Company, prepare La Star's tax returns. In addition to the foregoing, I also forwarded all materials sent to La Star at SJI Cellular, such as FAA or FCC notices, to La Star's counsel.



La Star Exhibit 14

TESTIMONY OF JAMES P. BRADY

SJI 001412