

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 other wise 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. Carthy

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.

[Handwritten Signature]

By: *[Handwritten Signature]*
John Brady

STAR CELLULAR TELEPHONE COMPANY

By: _____
Donald Nelson.

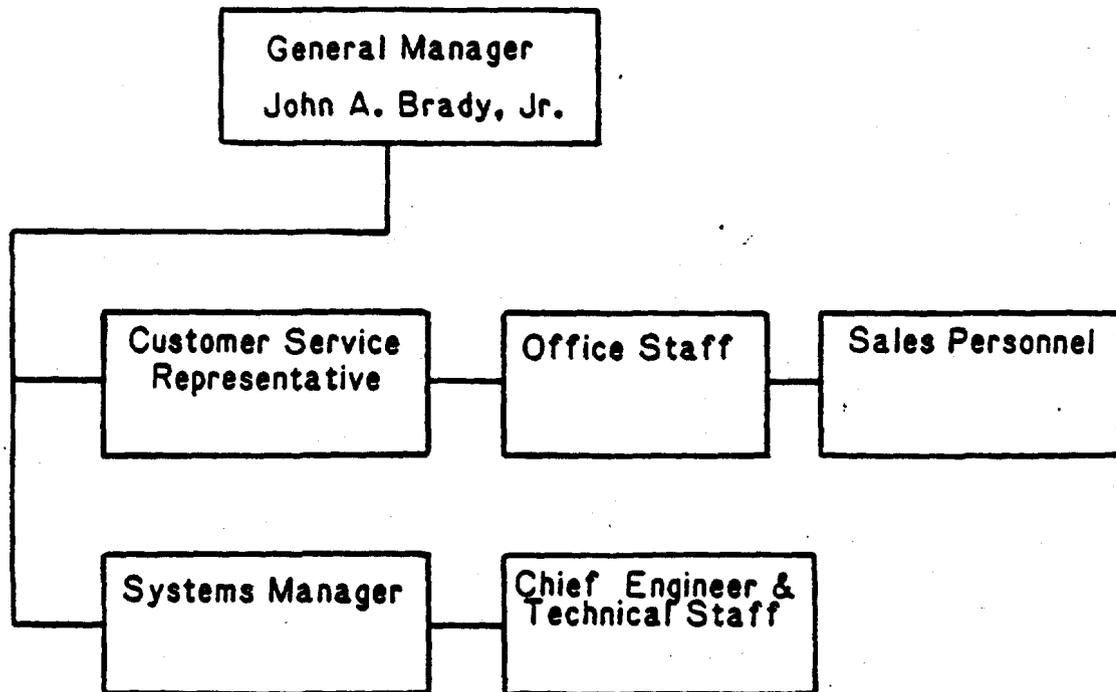


ATTACHMENT D

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



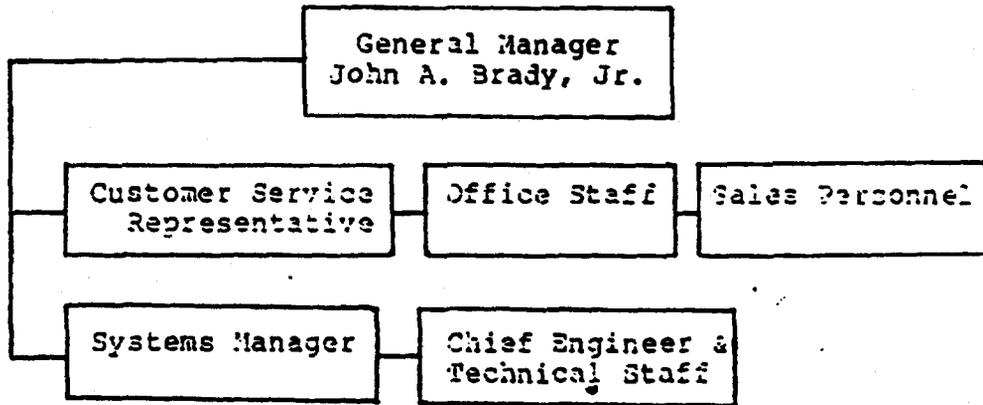


ATTACHMENT E

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

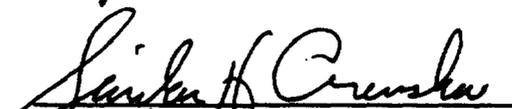
SJ1 001409



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
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



DECLARATION AND TESTIMONY
OF
JAMES P. BRADY

I, James P. Brady, hereby declare under penalty of perjury that the following testimony is true and accurate to the best of my knowledge and belief.

I am a Vice President and a Chairman of the Board of SJI, Inc. I am Vice Chairman of the La Star Cellular Telephone Company Management Committee. I have reviewed the testimony of John A. Brady, Jr. and find it to be true and correct in every respect.

Executed this 12th day of September, 1990.


James P. Brady



La Star Exhibit 15

TESTIMONY OF H. DONALD NELSON

SJI 001414



DECLARATION

I, H. Donald Nelson, 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.



H. Donald Nelson



TESTIMONY
OF
H. DONALD NELSON

I am President and Chief Executive Officer of United States Cellular Corporation ("USCC"), a subsidiary of Telephone and Data Systems, Inc. ("TDS"). As part of my duties on behalf of USCC, I sit on the Boards of Directors and Management Committees of the different companies in which USCC holds an interest of the type that allows USCC to elect a representative to an entity's governing body. Thus, as part of my duties as President of USCC, I was appointed a member of the Management Committee of La Star Cellular Telephone Company ("La Star").

USCC acquired its interest in La Star in August, 1987 by purchasing one hundred percent of the stock of Star from Star Cellular Communications, Inc. and Cellular Systems Investments, Inc. No changes were made in the 1983 La Star Joint Venture Agreement when USCC acquired Star. USCC did not attempt to renegotiate the supermajority voting provisions or the requirement that Star pay all the expenses of filing and prosecuting La Star's cellular applications for St. Tammany Parish. USCC accepted all of the pre-existing 1983 Agreement. Since acquiring its interest in Star, USCC has never sought to enforce any supermajority provision contained in the Joint Venture Agreement.



Although I am a member of La Star's Management Committee, I have not been actively involved in the day-to-day management of La Star's affairs, which, to my knowledge, have been litigious in nature. The Management Committee has five members. Three are appointed by SJI Cellular, Inc. ("SJI Cellular"). Two are appointed by Star, a wholly-owned subsidiary of USCC. Since my appointment to the Management Committee in August, 1987, I have always acted on the belief that La Star's Management Committee is controlled by the three members appointed by SJI Cellular. I am not aware of a single instance where that has not been the case.

Since August 1987, La Star's Management Committee has functioned on an informal basis. During the four years prior to USCC's acquisition of Star, La Star had been engaged in litigation for the right to file for and operate a cellular system in St. Tammany Parish. That litigation has continued, and my primary contact during the time I have been a member of La Star's Management Committee has been with La Star's attorney, Arthur V. Belendiuk. It is my understanding that Mr. Belendiuk has acted as independent counsel for La Star. He has never represented USCC, its parent company or any of its affiliates. To the best of my knowledge, he has never represented SJI Cellular, its parent company or any of its affiliates.



It is my understanding that La Star also has maintained an independent engineering consultant, Richard L. Biby. To the best of my knowledge, Mr. Biby has never served as a consultant to USCC, its parent company or any of its affiliates.

My usual contact regarding La Star matters was La Star's counsel, Mr. Belendiuk. Generally, I would receive a telephone call from Mr. Belendiuk and he would advise me of a need for La Star to take some action. Most of the calls involved a proposed course of action to be taken in the La Star litigation, e.g., the need to file an appeal. I understood that he had first spoken to someone at SJI Cellular and that the course of action had already been approved by SJI Cellular. In these circumstances, I did not believe that my approval was necessary, since three members of the Management Committee had already given their approval. I was satisfied being kept informed as to how the prosecution of La Star's application was proceeding, and never objected to any such course of action.

I conferred with the SJI Cellular members of the Management Committee only when a particular issue facing the venture required a joint effort to resolve. For example, when La Star was engaged in settlement negotiations with New Orleans CGSA, Inc. ("NOCGSA"), La Star needed to develop a settlement proposal to present to NOCGSA. Because of the wide variety of possible



settlement options and the different perspectives of the two venturers, a telephone conference was held. The Management Committee discussed the various options and unanimously agreed to follow a settlement plan proposed by Sinclair H. Crenshaw, a member of the Management Committee, appointed by SJI Cellular. At another time, it had been suggested by Mr. Belendiuk that modifications be made to the La Star Joint Venture Agreement. Certain supermajority provisions, which I understand had never been invoked by Star and which USCC had no interest in invoking, were to be deleted, and Star's financial obligations to La Star were reduced so as to be proportionate to its forty-nine percent joint venture interest. USCC's counsel advised us that it would be in the best interest of USCC to acquiesce in the proposed modifications, and I did so on behalf of Star.

It has been my understanding that, consistent with Star's 49 percent joint venture interest, USCC could participate in the prosecution of La Star's application and the activities related thereto.

All participation by USCC in the activities of La Star was at the specific request of SJI Cellular or the Management Committee, either directly or through La Star's counsel, or independent engineering consultant. For example, at the time La Star was preparing its 1987 amendment, La Star asked USCC to



assist in determining its capital costs and first year operating costs. This was done by Mark Krohse, an employee of USCC, under the direction of La Star's attorney and engineering consultant.

As I testified at my July 18, 1990 deposition, my primary duty as a member of the La Star Management Committee was to receive the bills and process the payment thereof. All such bills were processed and paid routinely without objection. I have not, nor has anyone at USCC, to my knowledge, ever threatened to withhold payment or disapprove work proposed to be done unless and until SJI Cellular agreed to a particular course of action or made some particular concession.

Pursuant to the terms of La Star's Joint Venture Agreement, Star was responsible for paying all expenses of filing and prosecuting the application.¹ As the owner of Star, USCC paid for the renewals of cell site option agreements and I executed some of the renewals of the option agreements. I was not, nor to my knowledge, was anyone from USCC responsible for determining the number of sites, or their locations, or negotiating the agreements. I did not acquire the sites nor did I approve the terms and conditions of the options to purchase the sites.

¹ La Star recently amended its Joint Venture Agreement. That Agreement, among other changes, requires USCC to pay for forty-nine percent of all expenses.



It is now my understanding that Mr. John Brady, Jr. has been proposed as La Star's General Manager since 1983, having been so designated in its original 1983 application and again in its 1987 amendment. I was not aware of the appointment when USCC purchased Star, nor was I aware of the appointment in 1987 when La Star's amendment was prepared. I would have had no objection to the appointment if I had been consulted.

Though I am aware that TDS is providing financing for La Star, I played no role in acquiring the financing or negotiating the terms thereof.



La Star Exhibit 16

TESTIMONY OF RICHARD W. GOHRING

SJI 001422



DECLARATION

I, Richard W. Goehring, hereby declare under penalty of perjury that the following testimony is true and accurate to the best of my knowledge and belief.

Executed this 7 day of Sept, 1990.



Richard W. Goehring