



**TESTIMONY**  
**OF**  
**RICHARD W. GOEHRING**

I am not a member of the Management Committee of La Star Cellular Telephone Company ("La Star"). I am Vice President of Engineering and Operations for United States Cellular Corporation ("USCC"). The usual duties I perform for USCC include cellular system configuration, determining location of cell sites, determining tower heights, selection of appropriate equipment, and negotiating interconnection agreements. I perform none of these duties for La Star.

I did not choose the location of La Star's cell sites. I did not negotiate any cell site option agreements. I played no role in determining the tower heights. I did not choose the type of equipment La Star would use. I did approve invoices for extensions of cell site option agreements and signed extensions of cell site option agreements.

I did not choose La Star's engineer. USCC regularly retains the services of Moffet, Larson and Johnson. To my knowledge, La Star uses the services of Richard L. Biby.

I played no role in the engineering or design of La Star's cellular system, its 1987 Amendment, or its 1988 Proposal for Interim Operations. I have never worked with Richard L. Biby on the La Star project.



In response to a Petition to Deny La Star's Application filed by New Orleans CGSA, Inc., I reviewed La Star's proposed equipment costs at the request of Arthur V. Belendiuk, La Star's counsel, and found them to be reasonable. Based on my review, I prepared a declaration stating that I found La Star's equipment costs to be reasonable. I understand that Mr. Belendiuk submitted my declaration to the FCC on behalf of La Star.

To my knowledge, no engineer at USCC or Telephone and Data Systems, Inc. did any work or provided any engineering services to or on behalf of La Star.



La Star Exhibit 17

TESTIMONY OF KENNETH R. MEYERS

SJI 001426



**DECLARATION**

I, Kenneth R. Meyers, hereby declare under penalty of perjury that the following testimony is true and accurate to the best of my knowledge and belief.

Executed this 12 day of September, 1990.

  
\_\_\_\_\_  
Kenneth R. Meyers



**TESTIMONY**  
**OF**  
**KENNETH R. MEYERS**

I am Vice President of Finance and Treasurer of United States Cellular Corporation ("USCC"). I am an officer of most of USCC's subsidiary companies and in that capacity I am a member of the Management Committee of La Star Cellular Telephone Company ("La Star").

As a member of La Star's Management Committee, I have taken no action, and by and large, have not been consulted on most matters concerning La Star. It is my understanding that La Star's activities, to date, have involved legal decisions which have been directed by La Star's counsel. I have been kept informed of the activities of La Star by either La Star's counsel, Arthur V. Belendiuk, or H. Donald Nelson, another member of La Star's Management Committee, appointed by Star.

Neither I, nor anyone at USCC or Telephone and Data Systems, Inc. ("TDS"), to my knowledge, has ever tried to control the activities or decisions of La Star. At no time has USCC or TDS threatened to withhold funds or financing if La Star's majority partner did not comply with their wishes.

An employee of my department, Mark Krohse, worked on La Star's budget in 1987. Mr. Krohse performed work at the request of and under the direction of La Star's attorney. I did nothing more than review his work to insure that the numbers he was supplying were reasonable.



La Star Exhibit 18

**TESTIMONY OF MARK KROHSE**

SJI 001429



**DECLARATION**

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

Executed this 12 day of September, 1990.

Mark Krohse  
Mark Krohse



**TESTIMONY**  
**OF**  
**MARK KROHSE**

I am Accounting Manager for United States Cellular Corporation. I am not a member of the La Star Cellular Telephone Company ("La Star") Management Committee.

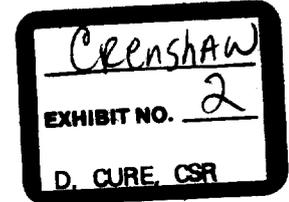
All duties that I have performed for La Star have been done at the request of and under the direction of La Star's attorney, Arthur V. Belendiuk. In this capacity, I was involved in processing payments for renewals of La Star's cell site options. Also at the request of Mr. Belendiuk, I prepared a model budget for La Star, based on information provided by Mr. Belendiuk and La Star consultants. I also forwarded a request from SJI Cellular, Inc., to Telephone and Data Systems, Inc. to prepare tax returns for La Star. Any work I performed was approved by La Star's attorney or SJI Cellular, Inc.

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RECYCLED

*Dep Ex 9*



LAW OFFICES  
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SUITE 207  
WASHINGTON, D.C. 20036

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(202) 785-2804

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(202) 785-2800

June 12, 1990

VIA FACSIMILE  
(202) 467-8918  
(504) 693-0230

Alan Y. Naftalin, Esquire  
Koteen & Naftalin  
1150 Connecticut Ave., N.W.  
Washington, DC 20036

Mr. Kit Krenshaw  
La Fourche Telephone Company, Inc.  
112 W. Tenth St.  
P.O. Box 188  
La Rose, LA 73073

Gentlemen:

First let me bring you up to date on what has occurred since we last spoke. The La Star Order was published in the Federal Register on Monday, June 11, 1990. This sets the ten day period for filing Notices of Appearance, the thirty day period for filing amendments, the fifteen day period for filing Motions to Enlarge, the twenty day period for Request for Admissions, the thirty day period for direct cases and the forty-five day period for rebuttal cases.

This morning I received a telephone call from Andy Tollin of Wilkinson, Barker, Knauer & Quinn, he has been retained by NOCGSA as hearing counsel. He requested that a prehearing conference be established with Judge Chachkin as soon as possible and we agreed on the date of June 19, 1990 at 9:00 a.m. I have no doubt that Mr. Tollin will seek to have the hearing bifurcated. At all costs, we must stop this from happening.

The transfer of control issue must be address head on. The joint venture agreement of La Star Telephone Company must be amended. Enclosed are the redline changes I propose. Specifically, Section 4.2, the third sentence dealing with the appointment, compensation or termination of a general manager requiring an 80% vote of the management committee should be stricken in its entirety. Section 4.3(xii), involving settling or withdrawing from litigation, should be stricken in its entirety. In Section 4.5, entitled Limitation of Duties of Star, should be clarified to include TDS, U.S. Cellular and their affiliates.

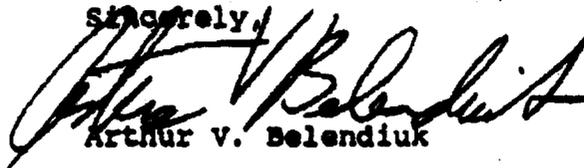
SMITHWICK & BELENDIUK, P.C.

Alan Nartalin, Esq.  
Mr. Kit Krenshaw  
Page Two  
June 12, 1990

Section 10.1, which requires La Star to bear all expenses for filing and prosecuting the application, that portion of that section, after the semicolon, should be stricken in its entirety. Section 10.2, which specifically states that "Telephone shall not be subject to any degree of financial exposure..." the first part of that section should be stricken.

In light of the fact that a prehearing conference is set for June 19th, I would like to get an amendment filed and hand served on the Presiding Judge by the 18th of June at the latest. I will prepare a modified agreement and will have the revised contract sent via facsimile to the representatives to both partners.

Sincerely,



Arthur V. Belendiuk

Enc.  
AVB/lmv.A0612

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ARTICLE IV  
Management of the Company

4.1 Management Committee. Except as otherwise expressly provided herein, complete and exclusive power to direct and control the Company is delegated to a Management Committee. The Management Committee will consist of not more than three representatives appointed by Telephone and not more than two representatives appointed by Star, to serve at the pleasure of the appointing Partner. Each representative shall be entitled to one vote in all decisions with respect to election of Chairman of the Committee and the appointment, promotion, salary or termination of officers; however votes cast upon all other decisions shall be weighted according to the Parties' respective Ownership Interests as stated in Section 2.3 above.

4.2 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. Notwithstanding the provisions of Section 4.1 above, any decision with respect to appointment, compensation, or termination of such General Manager or other System management entity, shall require the vote of 80% of the members of the Management Committee. 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.

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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.

**4.3 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;

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- (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) ~~settling, compromising, accepting any settlement or compromise, or withdrawing any litigation, application, or pleading before any local, state or federal court or agency of competent jurisdiction, or~~
- (xiii) 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.

SJI 004642

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**4.4 Delegation of Authority to Managers, Employees and Agents.** The Management Committee may delegate to any managers, employees and agents of the Company or to any managers, employees, and agents of Telephone such authority as the Management Committee deems necessary and appropriate for the proper and timely conduct of business of the Company consistent with the duties and limitations of the Management Committee specified herein, except that no such delegation shall circumvent the provisions of Section 4.3.

**4.5 Limitation of Duties of Star.** *TDS, USCC and* Unless otherwise authorized or permitted by the FCC; Star, 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 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.

**4.6 Limitation on Acts of Partners.** Except for matters expressly reserved to the Partners, neither they nor any of them shall have any power to direct, control, or manage the Company except through their representatives to the Management Committee, and any such action by a Partner shall be void.

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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

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LA Star  
Crenshaw  
EXHIBIT NO. 3  
D. CURE. CSR

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SMITHWICK & BELENDIUK, P.C.

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SUITE 207  
WASHINGTON, D.C. 20036

TELECOPIER  
(202) 785-2804

TELEPHONE  
(202) 785-2800

January 29, 1991

FEDERAL EXPRESS

MEMORANDUM

Henry Lafont, Esquire  
230 West Main Street  
Larose, LA 70373

From: Arthur V. Belendiuk *AVB*  
Russell E. Arkin

Re: Joint Venture Agreement between SJI Cellular, Inc.  
and Star Cellular Telephone Company

Thanks for taking the time to speak with me concerning the Joint Venture Agreement of La Star Cellular Telephone Company, a joint venture owned 51 percent by SJI Cellular, Inc. ("SJI") and 49 percent by Star Cellular Telephone Company ("Star"). I am enclosing the original Joint Venture Agreement and an amendment thereto. As I mentioned, La Star Cellular Telephone Company ("La Star") and a subsidiary of BellSouth, New Orleans CGSA, Inc. ("NOCGSA") are engaged in a competitive hearing at the Federal Communications Commissions for the right to provide cellular telephone service to a portion of the New Orleans metropolitan area. Under the FCC's rules, SJI Cellular, the de jure 51 percent owner of the joint venture, must at all times here maintained de facto control over the joint venture. NOCGSA has alleged that de facto control has passed from SJI to the 49 percent joint venturer, Star Cellular Telephone Company, owned by United States Cellular Corporation ("USCC"), a subsidiary of Telephone and Data Systems, Inc. ("TDS"). NOCGSA has alleged that certain of the super majority provisions in the joint venture agreement and the fact that La Star is obtaining financing from TDS signify that Star has an impermissible degree of control over the joint venture. These allegations are ones which we can meet by reference to FCC precedent. However, if you have a look at the super majority provisions and know of any interpretations of these provisions vis a vis de facto control under Louisiana law, we would be grateful.

However, we are most interested in your looking at certain of the procedural requirements in the original Joint Venture Agreement which have not been formally observed. It is the failure to meet these provisions, in conjunction with the other

SJI 000767

SMITHWICK & BELENDIUK, P.C.

Henry Lafont, Esquire

January 29, 1991

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factors cited above, which NOCGSA alleges has caused a de facto control of the joint venture to have taken place. Please have a look at the following provisions:

1. Paragraph 4.2 provides that the Management Committee will expeditiously appoint a General Manager or retain an appropriate entity to manage the system. No General Manager has been appointed nor has an appropriate entity been named to manage the system. Of course, we would maintain that until you have an operating system there is no need to make either appointment.

2. Paragraph 4.2 also provides that the Management Committee shall promptly establish an engineering subcommittee. No such subcommittee has been established. The Management Committee has made all engineering decisions.

3. Paragraph 4.2 further provides that the Management Committee or any subcommittee shall meet pursuant to at least five days advance written notice to each member of the Committee unless otherwise waived in writing. No written notices or waivers have been observed. And of course, lacking such notice, there has been no statement of purpose or purposes for the meetings.

4. Finally, Paragraph 4.2 provides that minutes reflecting the actions of the Management Committee and subcommittees shall be kept by a secretary and that the minutes shall be maintained at the office of the company and transmitted to all parties and to each member of the Management Committee within thirty days after the meeting in question. Essentially, this provision also has not been observed.

5. Paragraph 5.2 requires that the company maintain proper books and accounts in accordance with generally accepted accounting principles. Since Star, the 49 percent joint venturer, has been providing all of the funding for the prosecution of this application until recently, it kept all of the books and records although such records now have been transferred to SJI's offices.

6. The financial information required by paragraphs 5.2(i)(ii)(iii) also has not been compiled and disseminated.

Of course, the reason for the failure to observe these procedural formalities is that La Star Cellular Telephone Company is nothing more than an applicant before the FCC and has no operations or necessity for observance of these formalities. Whenever an action has needed to be taken, Arthur V. Belendiuk, La Star's communications counsel, communicated both with SJI and USCC and obtained assent to proceed with any given action. At

SMITHWICK & BELENDIUK, P.C.

Henry Lafont, Esquire  
January 29, 1991  
Page Three

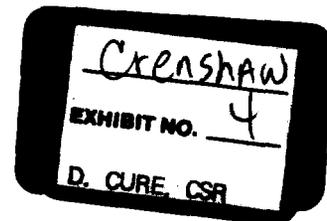
any rate, please have a look the Joint Venture Agreement and give us your best reading as to what effect, if any, the informal way in which the partnership has operated has had on its legal structure and whether de facto control possibly can be said to have passed to Star. The copy of the Amendment to the Joint Venture Agreement, dated June 15, 1990 is for your records and does not need current review. However, because of the FCC's procedural peculiarities, this amendment has not been accepted for filing at the FCC. Therefore, although it may actually govern the current operation of the joint venture, it is of no immediate force and effect at the FCC.

Enc.

cc: Mr. Sinclair H. Crenshaw



LAFOURCHE TELEPHONE COMPANY, INC.  
P. O. Box 188, Larose, Louisiana 70373  
(504) 693-4567



July 28, 1987

FEDERAL EXPRESS

Mr. David Newell  
Maxcell Telecom Plus, Inc.  
1321 Connecticut Avenue, N.W.  
Second Floor  
Washington, D.C. 20036

Dear Mr. Newell:

Before everything gets sold I think this is one last thing you need to take care of. If you have any questions, please call.

Yours truly,

Sinclair H. Crenshaw  
Vice President

kd  
Enclosure

RB03295



US Department  
of Transportation  
Federal Aviation  
Administration

Southwest Region  
P. O. Box 1689  
Fort Worth, Texas 76101

FORM APPROVED OMB NO. 2120-0001

JUL 24 1987

IN REPLY REFER TO  
AERONAUTICAL STUDY  
NO. 83-ASW-2342-0E

*Casey P*

**PROJECT STATUS REQUEST**

SPONSOR	La Star Cellular Telephone Co. 112 West 10th Street Larose, LA 70373		CONSTRUCTION LOCATION	
			PLACE NAME	
			PEARL RIVER, LA	
			LATITUDE	LONGITUDE
		30°24'15"	89°47'01"	
CONSTRUCTION PROPOSED	DESCRIPTION		HEIGHT (IN FEET)	
	200' Tower with 8' Top-Mounted Antenna		208'	248'

This concerns the above described proposed construction for which you filed notice with the Federal Aviation Administration on 9/15/83. A determination of no hazard to air navigation was issued under the aeronautical study referenced above. We have no record of having received either the required notice of actual construction or a notice of project abandonment. Please indicate the status of the project in the space below and return this entire letter to us at your earliest convenience.

*Clair M. Billington*  
Clair M. Billington

Signature  
Airspace Specialist. ASW-539

Our telephone number is ~~817-624-5534~~ 817-624-5534 if you have any questions or require assistance.

**PROJECT STATUS**

1. The project  is abandoned.  is not abandoned.

2. Construction status is as follows:

Construction is scheduled to begin on or about \_\_\_\_\_

Structure reached its greatest height of \_\_\_\_\_ ft. AGL (\_\_\_\_\_ ft. AMSL) on \_\_\_\_\_

3. Obstruction Marked:  Yes  No

4. Obstruction Lighted:  High Intensity White  Red  Dual (High Intensity White and Red)  None  Temporary

5. The structure:

is not subject to FCC licensing authority,

is subject to FCC licensing authority; an application for a construction permit  has been  has not been filed with the FCC

NOTE: If the structure has been abandoned, or, if the structure has reached its greatest height and is marked and/or lighted in accordance with the determination, submission of FAA Form 7460-2 is not required if this form is completed and returned.

DATE August 10, 1987 SIGNATURE *Ronald H. Fuby*  
(Sponsor or his authorized representative)

RB03296

TITLE \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

NOTICE is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958 as amended (49 U.S.C. 1101). Persons who knowingly and willfully violate the notice requirements of Part 77 are subject to a fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 802(A) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1472(A)).



US Department  
of Transportation  
Federal Aviation  
Administration

Southwest Region  
P. O. Box 1689  
Fort Worth, Texas 76101

FORM APPROVED OMB NO. 2120-0001

JUL 21 1987

IN REPLY REFER TO  
AERONAUTICAL STUDY  
NO. 83-ASW-2342-OE

### PROJECT STATUS REQUEST

SPONSOR	La Star Cellular Telephone 112 West 10th Street Larose, LA 70373	CONSTRUCTION LOCATION	
		PLACE NAME	
		ABITA, LA	
CONSTRUCTION PROPOSED	DESCRIPTION Communications Tower	LATITUDE	LONGITUDE
		30°29'42"	89°58'49"
		HEIGHT (IN FEET)	
		ABOVE GROUND	ABOVE MSL
		213'	253'

This concerns the above described proposed construction for which you filed notice with the Federal Aviation Administration on 9/15/85. A determination of no hazard to air navigation was issued under the aeronautical study referenced above. We have no record of having received either the required notice of actual construction or a notice of project abandonment. Please indicate the status of the project in the space below and return this entire letter to us at your earliest convenience.

*Clair Billington*  
Clair M. Billington

Signature  
Airspace Specialist, ASW-539

Our telephone number is ~~817-677-2640~~ 817-624-5534 if you have any questions or require assistance

### PROJECT STATUS

- The project  is abandoned.  is not abandoned.
- Construction status is as follows:
  - Construction is scheduled to begin on or about \_\_\_\_\_
  - Structure reached its greatest height of \_\_\_\_\_ ft. AGL ( \_\_\_\_\_ ft. AMSL) on \_\_\_\_\_
- Obstruction Marked:  Yes  No
- Obstruction Lighted:  High Intensity White  Red  Dual (High Intensity White and Red)  None  Temporary
- The structure:
  - is not subject to FCC licensing authority.
  - is subject to FCC licensing authority; an application for a construction permit  has been  has not been filed with the FCC

NOTE: If the structure has been abandoned, or, if the structure has reached its greatest height and is marked and/or lighted in accordance with the determination, submission of FAA Form 7460-2 is not required if this form is completed and returned.

DATE August 10, 1987 SIGNATURE *Richard F. Fed* (Sponsor or his authorized representative) RB03297  
TITLE \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

NOTICE is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1101). Persons who knowingly and willfully violate the notice requirements of Part 77 are subject to a fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 803(A) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1473(A)).

ALL-STATE LEGAL SUPPLY CO. 1-800-222-0610 ED11



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