

Section D of Exhibit 5.3.2

List of Agreements with Clients (Lease of Infrastructure - Cables and Antennas)

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
DNO/117/INFRA/2003-BRASIL TELECOM	This mutual infrastructure assignment agreement, hereinafter referred to as Agreement, sets forth the mutual sharing of infrastructure items between the PARTIES, for technical-operating use, within the scope of their respective common concession areas for the provision of telecommunications services granted by ANATEL.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., ATL – ALGAR TELECOM LESTE S.A., AMERICEL S.A., TELET S.A., TESS S.A., ALECAN TELECOMUNICAÇÕES LTDA., ALBRA TELECOMUNICAÇÕES LTDA., STEMAR TELECOMUNICAÇÕES LTDA., and BSE S/A.	October 31, 2003	60 months as of its execution date.
DNO/117/INFRA/2003-BRASIL TELECOM	1st Amendment to the mutual infrastructure assignment agreement entered into by the PARTIES, for the change of party and to set forth that rent increases for the property will be transferred to the assignee.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., ATL – ALGAR TELECOM LESTE S.A., AMERICEL S.A., TELET S.A., TESS S.A., ALECAN TELECOMUNICAÇÕES LTDA., ALBRA TELECOMUNICAÇÕES LTDA., STEMAR TELECOMUNICAÇÕES LTDA., and BSE S/A.	July 1, 2004	NA
DNO/117/INFRA/2003-BRASIL TELECOM	2nd Amendment to the mutual infrastructure assignment agreement entered into by the PARTIES, to set forth that sites of the indoor type, radiant system and to set forth that assignee will reimburse assignor for the implementation costs of the indoor site.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., ATL – ALGAR TELECOM LESTE S.A., AMERICEL S.A., TELET S.A., TESS S.A., ALECAN TELECOMUNICAÇÕES LTDA., ALBRA TELECOMUNICAÇÕES LTDA., STEMAR TELECOMUNICAÇÕES LTDA., and BSE S/A.	September 16, 2004	NA

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
DNO/117/INFRA/2003-BRASIL TELECOM	3rd Amendment to the mutual infrastructure assignment agreement entered into by the PARTIES, to set forth the sharing of transmission means (physical means) and their rates and conditions.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., AMERICEL S.A. and BCP S.A.	January 9, 2006	NA
Letter of Intent	This letter seeks to clarify the essential obligations and the preliminary bases, so that the Parties can start the mutual use of ERBs until the definitive Agreements in a sharing or loan for use regime are formalized. It was entered in an experimental manner and reflects the mere intent of the parties of executing a definitive agreement, which has not been executed until the Execution Date.	TNL PCS S.A., ATL – ALGAR TELECOM LESTE S/A, BSE S/A AND STEMAR TELECOMUNICAÇÕES LTDA	September 8, 2003	1 year or until a sharing agreement is signed by the Parties, whichever is first.
NA	The object of this agreement consists of setting forth the conditions to provide the infrastructure resources and the assignment for consideration of the use of the areas, by CONTRACTOR to PRINCIPAL	BCP and Amazonia Celular S.A.	January 31, 2008	Indefinite, it being 60 months per site, automatically and successively renewable for equal periods
CO/TELEMAR/UNA-IE/0001-2005	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to TELEMAR for the use of PRINCIPAL, without entailing on a transfer of property	TELMAR NORTE LESTE S.A, ATL – ALGAR TELECOM LESTE S/A, TESS S/A, AMERICEL S/A, TELET S/A, BSE S/A AND STEMAR TELECOMUNICAÇÕES LTDA	May 20, 2005	30 days after the vacancy of the last site, it being 60 months per site, automatically and successively renewable for equal periods

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
DNO.129-INFRA/2004-BRASIL TELECOM	This mutual infrastructure assignment agreement, hereinafter referred to as Agreement, sets forth the mutual sharing of infrastructure items between the PARTIES, for technical-operating use, within the scope of their respective common concession areas for the provision of telecommunications services granted by ANATEL.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., TELESP CELULAR S.A., TELERJ CELULAR S.A., CELULAR CRT S.A., GLOBAL TELECOM S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE S.A., TELEACRE S.A., TELE CENTRO OESTE CELULAR PARTICIPAÇÕES S.A., TELEGOIÁS CELULAR S.A., TELEMS CELULAR S.A., TELEMAT S.A., TELERON CELULAR S.A. and NORTE BRASILTELECOM S.A.	September 30, 2004	60 months, automatically extended for 24-month periods
DNO.129-INFRA/2004-BRASIL TELECOM	1st Amendment to the mutual infrastructure assignment agreement entered into by the PARTIES.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., TELESP CELULAR S.A., TELERJ CELULAR S.A., CELULAR CRT S.A., GLOBAL TELECOM S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE S.A., TELEACRE S.A., TELE CENTRO OESTE CELULAR PARTICIPAÇÕES S.A., TELEGOIÁS CELULAR S.A., TELEMS CELULAR S.A., TELEMAT S.A., TELERON CELULAR S.A. and NORTE BRASILTELECOM S.A.	February 11, 2005	NA

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
DNO.129-INFRA/2004-BRASIL TELECOM	2nd Amendment to the infrastructure assignment agreement entered into by the PARTIES.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., TELESP CELULAR S.A., TELERJ CELULAR S.A., CELULAR CRT S.A., GLOBAL TELECOM S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE S.A., TELEACRE S.A., TELE CENTRO OESTE CELULAR PARTICIPAÇÕES S.A., TELEGOIÁS CELULAR S.A., TELEMS CELULAR S.A., TELEMAT S.A., TELERON CELULAR S.A. and NORTE BRASILTELECOM S.A.	February 3, 2006.	NA
DNO No. 129-INFRA/2004	3rd Amendment to the mutual infrastructure assignment agreement entered into by the PARTIES.	BRASIL TELECOM S.A., 14 BRASIL TELECOM CELULAR S.A., TELESP CELULAR S.A., TELERJ CELULAR S.A., CELULAR CRT S.A., GLOBAL TELECOM S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE S.A., TELEACRE S.A., TELE CENTRO OESTE CELULAR PARTICIPAÇÕES S.A., TELEGOIÁS CELULAR S.A., TELEMS CELULAR S.A., TELEMAT S.A., TELERON CELULAR S.A. and NORTE BRASILTELECOM S.A.	August 1, 2006.	NA

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
No. CO/TELEMAR/UNA- IE-025-2006	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR for the use of PRINCIPAL, without entailing on a transfer of property.	TELEMAR NORTE LESTE S.A., TNL PCS S.A., TELERJ CELULAR S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE CELULAR S.A., TELESP CELULAR S.A., CELULAR CRT S.A., GLOBAL TELECOM S.A., TELEACRE CELULAR S.A., TELE CENTRO OESTE CELULAR PARTICIPAÇÕES S.A., TELEGOIAS CELULAR S.A., TELEMS CELULAR S.A., TELEMAT CELULAR S.A., TELERON CELULAR S.A. and NORTE BRASIL TELECOM S.A.	May 2, 2006	30 days after the vacancy of the last site, it being 60 months per site, automatically and successively renewable for equal periods
No. CO/TELEMAR/UNA- IE-0004-2004	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR for the use of PRINCIPAL, without entailing on a transfer of property.	TELEMAR NORTE LESTE S.A., TELERJ CELULAR S.A., TELEBAHIA CELULAR S.A., TELEST CELULAR S.A., TELERGIPE CELULAR S.A.	July 1, 2004	30 days after the vacancy of the last site, it being 60 months per site, automatically and successively renewable for equal periods
Sharing Agreement	This agreement has the objective of setting forth the rules and conditions for the Sharing of Infrastructure Items	AMAZÔNIA CELULAR S.A. and VIVO S.A.	January 31, 2007	Indefinite, it being 60 months per site, automatically and successively renewable for 12-month periods

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
No. CT/OI/RO-181.2009	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR or contracted thereby from third parties for the use of APPLICANT, without entailing on a transfer of property.	TIM CELULAR S.A., 14 BRASIL TELECOM CELULAR S.A., and TNL PCS S.A.	November 25, 2009	The start of effectiveness of this Agreement will be retroactive to August 1, 2009 and the same shall be in force for thirty (30) days after the vacancy of the last contracted site. The contractual term for each infrastructure sharing shall be automatically and successively renewed for equal periods, except in case of manifestation to the contrary by any of the parties, in writing, at least 60 days prior to the end of the term or its renewals.

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
No. CT/OI/RO-185.2009	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR or contracted thereby from third parties for the use of APPLICANT, without entailing on a transfer of property.	TIM CELULAR S.A., BRASIL TELECOM S.A.	November 25, 2009	The start of effectiveness of this Agreement will be retroactive to August 1, 2009 and the same shall be in force for thirty (30) days after the vacancy of the last contracted site. The contractual term for each infrastructure sharing shall be automatically and successively renewed for equal periods, except in case of manifestation to the contrary by any of the parties, in writing, at least 60 days prior to the end of the term or its renewals.
No. CT/OI/RO-185.2009	1st amendment to the infrastructure sharing agreement	TIM CELULAR S.A., BRASIL TELECOM S.A.	November 25, 2009	NA

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
No. CT/OI/RO-183.2009	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR or contracted thereby from third parties for the use of APPLICANT, without entailing on a transfer of property.	TELEMAR NORTE LESTE S.A., TIM NORDESTE S.A. and TIM CELULAR S.A.	November 25, 2009	The start of effectiveness of this Agreement will be retroactive to August 1, 2009 and the same shall be in force for thirty (30) days after the vacancy of the last contracted site. The contractual term for each infrastructure sharing shall be automatically and successively renewed for equal periods, except in case of manifestation to the contrary by any of the parties, in writing, at least 60 days prior to the end of the term or its renewals.
No. DNO - 138/2004	This mutual infrastructure assignment agreement, hereinafter referred to as Agreement, sets forth the rights and obligations for the mutual assignment or sharing of infrastructure items]	BRASIL TELECOM S.A., 14 BRASIL TELECOM S.A., EMPRESA BRASILEIRA DE TELECOMUNICAÇÕES S.A., VÉSPER S.A. and VÉSPER SÃO PAULO S.A.	June 1, 2004	5 years, automatically extended for equal successive 12-month periods
No. CO/TELEMAR/UNA-IE/0010-2006	The object of this Agreement consists in setting forth conditions for the sharing of infrastructure items and the assignment of use of the areas and facilities belonging to ASSIGNOR for the use of PRINCIPAL, without entailing on a transfer of property.	TELEMAR NORTE LESTE S.A. AND PRIMESIS SOLUÇÕES EMPRESARIAIS S.A.	February 13, 2006	30 days after the vacancy of the last site
No. CO/TELEMAR/UNA-IE/016-2004	The object of this Rectification Instrument consists in clarifying the changes agreed by the Parties regarding the terms and conditions of the Infrastructure Sharing	TELEMAR NORTE LESTE S.A., TNL PCS S.A., EMBRATEL-EMPRESA BRASILEIRA DE TELECOMUNICAÇÕES S.A., VESPER S.A., and VESPER SÃO PAULO S.A.	March 28, 2005, with retroactive effects to July 1, 2004.	30 days after the vacancy of the last site, it being 60 months per site, automatically and successively renewable for equal periods

Agreement Number	Object	Parties	Execution Date	Term of Effectiveness
	Agreement No. CO/Telemar/UMA-IE/016-2004 entered into on March 28, 2005.			