SPECIAL CONSTRUCTION

Provided by

Northwest Fiber, LLC d/b/a Ziply Fiber

Regulations, rates and charges applying to the special construction of facilities in connection with the provision of interstate services within the operating territories of the issuing carriers listed on Section *I*, Sheet *1*, as provided herein.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

ISSUING CARRIERS:

Ziply Fiber Northwest, LLC for the States of Idaho, Oregon, and Washington; Ziply Fiber of Idaho, LLC for the State of Idaho; Ziply Fiber of Montana, LLC for the State of Montana; Ziply Fiber of Oregon, LLC for the State of Oregon;

TRANSMITTAL NO. 8

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CHECK SHEET

Section *I* to Section *XIV* inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below are in effect on the date indicated.

Page	Number of Revision Except As Indicated	Page	Number of Revision Except As Indicated	Page	Number of Revision Except As Indicated
Section I		Section IV		Section X	
1	1 st	1	Original	1	Original
2	1 st				
3	Original	Section V		Section XI	
4	Original	1	Original	1	Original
5	Original				
6	Original	Section VI		Section XII	
7	Original	1	Original	1	Original
8	Original	2	Original		
		3	Original	Section XIII	
Section II		4	Original	1	Original
1	Original	5	Original		
				Section XIV	
Section III		Section VII		1	Original
1	Original	1	Original		
2	Original				
3	Original	Section VIII			
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7	Original	Section IX			
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TRANSMITTAL NO. 8

DESCRIPTION

SECTION

SHEET NO.

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

REFERENCE TO TECHNICAL PUBLICATIONS

(Paragraph intentionally left blank)

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

Whenever tariff sheets are filed, changes will be identified by the following symbols:

- (C) To signify changed listing, condition, rule or regulation
- (D) To signify discontinued material
- (I) To signify increase
- (M) To signify material transferred from one sheet to another sheet of the same or a different schedule with no change in text, rate, condition, rule or regulation
- (N) To signify new material
- (R) To signify reduction
- (S) To signify reissued matter
- (T) To signify change in text but no change in rate, condition, rule or regulation
- (Z) To signify a correction

EXPLANATION OF ABBREVIATIONS

- AUL -Annual Underutilization Liability Cont'd -Continued Federal Communications Commission F.C.C. -FIA -Facilities for Interstate Access ID -Idaho ILP Initial Liability Period -MTL -NRC -OCC -OR -Maximum Termination Liability Nonrecurring Charge
 - Other Common Carrier
- Oregon
- RMC -**Recurring Monthly Charge**
- WA -Washington

II. APPLICATION OF TARIFF

This tariff contains regulations, rates, charges, and liabilities applicable for the special construction of interstate facilities provided by the Issuing Carriers of this tariff, hereinafter referred to as the Telephone Company.

When special construction of facilities is required, the provisions of this tariff apply in addition to all regulations, rates, and charges set forth in the appropriate service tariff.

III. REGULATIONS

A. Filing of Charges

All special construction cases will be filed subject to the regulations specified in this section. The rates, charges, and liabilities for special construction to provide facilities for use for one (1) month or more are filed in the following sections, as appropriate.

Rates, charges, and liabilities for the construction of facilities for use for less than one (1) month are filed in supplements to this tariff.

B. Ownership of Facilities

The Telephone Company providing specially constructed facilities under the provisions of this tariff retains ownership of all such facilities.

C. Interval to Provide Facilities

Based on available information and the type of service ordered, the Telephone Company will establish a completion date for the specially constructed facilities. If the scheduled completion date cannot be met due to circumstances beyond the control of the Telephone Company, a new completion date will be established and the customer will be notified.

D. Special Construction Involving Both Interstate and Intrastate Facilities

When special construction involves facilities to be used to provide both interstate and intrastate services, charges for the portion of the construction used to provide interstate service shall be in accordance with this tariff. Charges for the portion of the construction used to provide intrastate service shall be in accordance with the appropriate intrastate tariff.

E. <u>Payment for Special Construction</u>

1. Payments of Charges

All bills associated with special construction charges are due in accordance with the appropriate regulations in the service tariff under which service is being provided.

2. State/End of Billing

Billing of recurring charges for specially constructed facilities starts on the day after the facilities are made available for use. Billing accrues through and includes the day that the specially constructed facilities are discontinued. Recurring charges will be billed in accordance with the appropriate regulations in the service tariff under which service is being provided.

3. Credit Allowance for Service Interruptions

In the event of a service interruption involving a specially constructed facility, the customer shall receive a recurring monthly charge credit in accordance with the credit allowance provisions in the appropriate service tariff associated with the affected service.

When an interruption continues due to the failure of the customer to authorize the replacement of facilities subject to a Replacement Charge, as specified in <i>III.F.4.a.(4)</i> following, the credit allowance will be terminated on the seventh calendar day after the Telephone Company has provided the customer with written notification of the need for replacement. The credit allowance will resume on the day after the Telephone Company receives written authorization for the replacement from the customer.			
F.	Liabili	ties and Charges for Special Construction	
	1.	General	
		This section describes the various charges and liabilities that may apply when the Telephone Company provides special construction of facilities in accordance with an order for service. Written approval of all liabilities and charges must be provided to the Telephone Company prior to the start of construction.	
	2.	Conditions Requiring Special Construction	
		Special construction is required when 1.) facilities are not available to meet an order for service, and 2.) the Telephone Company constructs facilities, and 3.) one (1) or more of the following conditions exist:	
		- The Telephone Company has no other requirement for the facilities requested.	
		- It is requested that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would normally utilize in furnishing the requested services.	
		- More facilities are requested than would normally be required to satisfy an order.	
		- It is requested that construction be expedited, resulting in added cost to the Telephone Company.	
		- The Telephone Company determines that alternative facilities must be used because the safety of customers or Telephone Company employees would be in jeopardy if standard facilities were placed, or if potential damage to both Telephone Company and customer-provided equipment could occur. If a high voltage or electrical hazard exists, standard conductive facilities will not be used, and special non-conductive facilities must be placed. For example, dangerous conditions would exist when providing standard copper facilities to high voltage transmission power towers where potential "Ground Potential Rise" hazard exists, or where voltage could be conducted away from the tower.	
-	3.	Development of Liabilities and Charges	
		Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are requested in writing prior to the start of special construction.	

In order to meet a scheduled service date when actual costs are requested, an initial special construction filing may be made based on estimated costs. Such a filing will be revised when actual costs are available.

Where suitable fiber optical facilities are not available for the installation of a FiberConnect Service under an Optional Payment Plan (OPP) arrangement as set forth in Section *VI.F.1.f.* of the Telephone Company's Tariff F.C.C. No. 5 customers may request the Telephone Company to specially construct such facilities in accordance with this tariff. However, where special construction is necessary for FiberConnect Service OPP arrangement, special construction charges will not apply for the first \$15,000.00 in special construction costs incurred by the Telephone Company on a per customer, per specific location basis. Notwithstanding the immediately preceding sentence, if a service order with which special construction is associated is cancelled prior to the start of service, cancellation charges shall apply in accordance with Section *III.F.4.f.* following.

4. Types of Liabilities and Charges

Depending on the specifics associated with each individual case, one or more of the following special construction charges and/or liabilities may be applicable:

a. Nonrecurring Charge

A nonrecurring charge always applies and includes one or more of the following components:

(1) Case Preparation Charge

A nonrecurring charge always includes a case preparation charge component to cover the administrative expenses associated with preparing a special construction case and the associated tariff filing.

(2) Expediting Charge

A nonrecurring charge may include an expediting charge when it is requested that special construction be completed on an expedited basis. The charge equals the difference in estimated cost between expedited and non-expedited construction.

(3) Optional Payment

An optional payment charge may be included in the nonrecurring charge in association with a type of facility or route other than that which the Telephone Company would normally use in furnishing the requested service if lower recurring monthly charges are desired for the specially constructed facilities. This charge is equal to the excess installed cost or the total non-recoverable cost, whichever is less. This election must be made in writing before special construction starts. If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.

(4)) Replacement Charge	
	If any portion of specially constructed facilities for which an optional payment charge has been paid requires replacement involving capital investment, a replacement charge will apply. This charge will be in the same ratio to the total replacement cost as the initial optional payment charge was to the installed cost of the original specially constructed facilities. If any portion of the facilities subject to the replacement charge fails, service will not be restored until notification is provided in writing that replacement is required and such replacement is ordered.	
(5)) Rearrangement Charge	
	If the Telephone Company is requested to rearrange existing specially constructed facilities, a nonrecurring charge equal to the cost of any additional special construction will apply.	
(6)) Optional Payment	
	When the Telephone Company is requested to construct facilities to provide service for less than one (1) month, a nonrecurring charge only applies. In addition to the case preparation charge component, this nonrecurring charge recovers all elements of cost, including engineering, shipping of equipment, equipment installation, line-up, equipment leasing, space rental, equipment removal, and any other costs associated with the construction of the facilities.	
(7)) Upfront Payment	
	Where the Telephone Company is requested to provide special construction, an upfront payment equal to the non-recoverable cost will apply. This upfront payment must be paid prior to the start of construction. The non-recoverable costs to be paid upfront will exclude those non-recoverable costs that the Telephone Company would recover through recurring and non-recurring charges for the associated tariffed service.	
b. Ma	aximum Termination Liability and Termination Charge	
sp Te	Maximum Termination Liability is equal to the non-recoverable costs associated with ecially constructed facilities and is the maximum amount which could be applied as a ermination Charge if all specially constructed facilities were discontinued before the aximum Termination Liability expires.	
со	he liability period is equal to the average life of the account associated with the specially instructed facilities. The liability period is generally expressed in terms of an effective and piration date.	
at av	the Maximum Termination Liability is filed with the initial tariff filing in decreasing amounts ten-year intervals over the average account life of the facilities. In the event that the erage account life of the facilities is not an even multiple of ten, the last increment will flect the appropriate number of years remaining.	

Example Illustr	eting a 27 Veer Average	A accurat Life	
	ating a 27 Year Average		
Maximum Termination	Effective	Expiration	
<u>Liability</u> \$10,000	<u>Date</u> 6/1/84	<u>Date</u> 6/1/94	
7,000	6/1/94	6/1/04	
3,000	6/1/04	6/1/11	
	and pay the appropriate	stomer has the option to a.) terminate e charges or b.) extend the use of the iod.	
date of each ten-year liability with written notification at lea termination is elected. Failur	period. The customer n st thirty (30) days prior to e to do so will result in a	c months in advance of the expiration nust provide the Telephone Company o the expiration of the liability period if an automatic extension of the special filed Maximum Termination Liability	
which have a tariffed Maximu of the liability period. The ch costs at the time of terminatic costs associated with the spe	m Termination Liability a arge reflects the uname n, adjusted for net salva ecific case of special cor on are also included. A T	using specially constructed facilities are discontinued prior to the expiration ortized portion of the nonrecoverable ge and possible reuse. Administrative nstruction and any cost for restoring a ermination Charge may never exceed	
customer. The amount of the is determined by multiplying the specially constructed fa elected, by the percentage of tariff filing will be made for	Termination Charge as the termination charge v cilities were discontinue of specially constructed ollowing a partial term ts and the number of	will be provided, at the election of the sociated with such partial termination which would result if all services using ed, at the time partial termination is facilities to be partially terminated. A nination to list remaining Maximum f specially constructed facilities the	
<u>Example</u>			
constructed facilities req	uests a partial terminat at the time of election	iability of \$100,000 for 3600 specially ion of 900 facilities. The Termination , is \$60,000. The partial termination or \$15,000.	

C.	Annual Underutilization Liability and Underutilization Charge	
	Prior to the start of special construction, the Telephone Company and the customer will agree on a.) the quantity of facilities to be provided, and b.) the length of the planning period during which the customer expects to place the facilities in service. The planning period is hereinafter referred to as the Initial Liability Period (ILP). The ILP is listed in the tariff with an effective and expiration date.	
	Underutilization occurs only if, at the expiration date of the ILP and annually thereafter, less than seventy percent (70%) of the specially constructed facilities are in service at filed tariff service rates.	
	An annual underutilization liability amount is filed on a per unit basis (e.g., per cable pair) for each case of special construction. This amount is equal to the annual per unit cost and includes depreciation, maintenance, administration, return taxes, and any other costs identified in the supporting documentation provided at the time the special construction case is filed.	
	Upon the expiration of the ILP, the number of underutilized facilities, if any, are multiplied by the annual underutilization liability amount. This product is then multiplied by the number of years (including any fraction thereof) in the ILP to determine the underutilization charge.	
	Annually thereafter, the number of underutilized facilities, if any, existing on the anniversary of the ILP expiration date will be multiplied by the annual underutilization liability amount to determine the underutilization charge for the preceding twelve (12) month period.	
	Example:	
	A customer orders 100 services and the special construction of a 600 pair building riser cable is agreed to, based on the customer's 5 year facility requirements. The ILP, in this example, would be filed at 5 years. The annual underutilization liability is filed at \$2.00 per pair. If 400 pairs were in service at the end of the ILP, there would be an underutilization of 20 pairs, i.e., 420 (70% of 600) - 400 = 20. The total underutilization charge for the first 5 years would be \$200.00, or \$2.00 per pair x 20 pairs x 5 years. If 420 pairs are in service at the end of the 6th year, there is no underutilization, i.e.,	
	420 - 420 = 0.	

d.	Recurring Monthly Charges	
	Charge for Route or Type other than Normal:	
	When special construction is requested using a route or type of facility other than that which the Telephone Company would normally use, a recurring monthly charge, in addition to the monthly rates for service, is applicable. The charge is equal to the difference between the recurring costs of the specially constructed facilities and the recurring costs of the facilities the Telephone Company would have normally used.	
	(1) When an Optional Payment Charge as set forth in <i>III.F.4.a.(3)</i> preceding has been elected, the recurring monthly charge will be reduced to include specially constructed facility operating expenses only.	
	(2) If the actual cost option as set forth in <i>III.F.3.</i> preceding has been elected, the recurring charge will be adjusted to reflect the actual cost of the new construction when the costs have been determined. This adjusted recurring charge is applicable from the start of service.	
e.	Lease Charge	
	This charge applies when the Telephone Company leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to the Telephone Company caused by the lease.	
f.	Cancellation Charge	
	If a service order with which special construction is associated is cancelled prior to the start of service, a cancellation charge will apply. The charge will include all non-recoverable costs incurred by the Telephone Company in association with the special construction up to and including the time of cancellation.	
G. Deferral of	of State of Service	
constru being p	elephone Company may be requested to defer the start of service which will use specially ucted facilities subject to the provisions set forth in the service tariff under which service is provided. Requests for special construction deferral must be in writing and are subject to the ng regulations:	
1. Co	onstruction Has Not Begun	
	he Telephone Company has not incurred any installation costs before receiving a request for ferral, no charge applies.	

2.	Construction Has Begun	
	If the construction of facilities has begun before the Telephone Company receives a request for deferral, charges will vary as follows:	
	a. All Services Are Deferred	
	When all services which will use specially constructed facilities are deferred, a charge based on the costs incurred by the Telephone Company during each month of the deferral will apply. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The cost of any components of the nonrecurring charge which have been completed at the time of deferral will also apply.	
	b. Some Services are Deferred	
	When some services which will use specially constructed facilities are deferred, the construction case will be completed and all special construction charges will apply.	
3.	Construction Complete	
	If the construction of facilities has been completed before the Telephone Company receives a request for deferral, all special construction charges will apply.	
H. <u>Defini</u>	tions	
	<i>tual Cost</i> - The term "Actual Cost" denotes all costs charged against a specific case of special nstruction, including any appropriate taxes.	
am	<i>nual Underutilization Liability</i> - The term "Annual Underutilization Liability" denotes a per unit ount which may be billed annually if fewer services are in use utilizing specially constructed ilities at filed tariff rates than were originally specially constructed.	
	<i>erage Account Life</i> - The term "Average Account Life" denotes the depreciation life prescribed by Federal Communications Commission for each class of telephone plant.	
pro	timated Cost - The term "Estimated Cost" denotes all estimated costs that will be incurred in widing a specific case of special construction, including any appropriate taxes.	
wir	<i>cilities</i> - The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, e center distribution frames, central office switching equipment, etc., utilized to provide interstate vices offered under the tariffs referenced by this tariff.	
	<i>ial Liability Period</i> - The term "Initial Liability Period" denotes the initial planning period during ich the customer expects to place specially constructed facilities in service.	
	<i>talled Cost</i> - The term "Installed Cost" denotes the total investment (estimated or actual) required the Telephone Company to provide specially constructed facilities.	

	nstructed facilities are terminated. The liability period is equal to the average account life of the ecially constructed facilities. When the construction involves multiple classes of plant with differing es, the liability period is equal to the weighted average of the account lives involved in the speci- nstruction case, using non-recoverable investment as the basis for weighting.
	Example:
	\$20,000, \$10,000 and \$5,000 non-recoverable investments with average account lives of 8, 18 and 25 years, respectively, are involved in the same special construction case. The maximum termination liability period would be 13.3 years.
	$\begin{array}{rcl} 20,000 & \times & 8 &=& 160,000 \\ 10,000 & \times & 18 &=& 180,000 \\ \hline 5,000 & \times & 25 &=& 125,000 \\ \hline 35,000 & & & & 465,000 \end{array} \qquad = 13.3$
Th	e duration of the maximum termination liability period will be specified in the tariff.
est oth	<i>t salvage</i> - The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the imated cost of removal. Cost of removal includes the costs of demolishing, tearing down, derwise disposing of the material and any other applicable costs. Since the cost of removal material salvage may be negative.
fac	<i>n-recoverable Cost</i> - The term "Non-recoverable Cost" denotes the cost of specially constructe ilities for which the Telephone Company has no foreseeable use should the service b minated.
	<i>rmal Construction</i> - The term "Normal Construction" denotes all facilities the Telephone Compar uld normally use to provide service in the absence of a requirement for special construction.
	<i>rmal Cost</i> - The term "Normal Cost" denotes the estimated cost to provide services using norm nstruction.
Pe	<i>rmanent Facilities</i> - The term "Permanent Facilities" denotes facilities providing service for or or on on the or more.
mo	

Termination Charge - The term "Termination Charge" denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

IV. (RESERVED FOR FUTURE USE)

V. (RESERVED FOR FUTURE USE)

A. Charges for the State of Washington (Company Code 4423)

Charges to Provide Permanent Facilities

Case No:	90-2
Customer:	ARCO Products Company (ARCO)
Description:	Construction of redundant DS1 Service via fiber optic facilities between the ARCO Cherry Point, WA, refinery and the Telephone Company Central Office in Birch Bay, WA
Nonrecurring Charge: Monthly Recurring Charge:	\$ 75,000.00 710.00
* Applies in addition to the applicable monthly recurring rates for High Capacity DS1 se set forth in Northwest Fiber Companies dba Ziply Fiber Tariff FCC No. 3.	

B. Charges for the State of Washington (Company Code 4324)				
Charges to Provide Permanent Facilitie	es			
Customer:	Economic Research Institute ID#WA0301842 (USOC-93PO5)			
Description:	Special Construction of a fiber route from Customer's location at 8575 164th Ave. NE, Redmond, WA to The Telephone Company's Redmond CO.			
Nonrecurring Charge: Monthly Recurring Charge: MTL:	 \$ 3,225.00 392.00 \$ 14,112.00, reduces 1/36 for each month in service 			
Customer:	State of Washington DIS ID# 2009-501065			
Description:	Special Construction of facilities at 29000 NE 150th Street, Duvall, WA.			
Nonrecurring Charge:	\$ 50,265.06			
Customer:	Sprint Communications Company LP ID# 2010-517188			
Description:	Special construction of facilities at 5525 NW Fisher, Bldg 1 Camas, WA to Ziply Fiber's WA Camas central office			
Nonrecurring Charge:	\$ 20,042.98			

C. Charges for the State of Oregon (Company Code 4323)				
Charges to Provide Permanent Facilitie	es			
Customer:	The Portland Clinic ID#2009-476287			
Description:	Special Construction of facilities at customer's location at 15950 Southwest Millikan Way, 2nd Floor, Beaverton, OR to The Telephone Company's Beaverton, OR central office.			
Nonrecurring Charge: Monthly Recurring Charge: MTL:	 \$ 0.00 \$ 613.94 for 36 months \$ 22,1010.84 reduces 1/36 for each month in service 			
Customer:	United States Cellular Corporation ID# 2010-515258			
Description:	Special Construction of facilities at 20362 Hwy 42. Myrtle Point, OR to the Telephone Company's Myrtle Point central office.			
Nonrecurring Charge:	\$ 47,249.92			
Customer:	Level 3 Communications, LLC ID# 2010-516127			
Description:	Special Construction of facilities at 11355 SW Leveton Drive, Tualatin, OR to Ziply Fiber's Tualatin, OR central office			
Nonrecurring Charge:	\$ 18,518.54			
Customer:	AT&T Mobility ID# 2011-517496			
Description:	Special construction of facilities at 96311 Duley Creek Road, Brookings, OR to Northwest Fiber's OR Brookings central office.			
Nonrecurring Charge:	\$ 63,350.37			

D. Charges for the State of Idaho (Company Code 4321)	
Charges to Provide Permanent Facilities	
Customer:	Panhandle State Bank ID# 2007-423142 (USOC: 93P1A)
Description:	Special Construction of facilities at 403 Oak Street, Sandpoint, ID.
Nonrecurring Charge: MRC: MTL:	 \$ 0.00 \$ 313.62 for 60 months \$ 18,817.20 reduces 1/60 for each month in service
Customer:	Qwest Communications Company, LLC ID# 2011-518585
Description:	Special construction of facilities at 130 6 th Street, Potlatch, ID to Ziply Fiber's ID Potlatch central office.
Nonrecurring Charge:	\$ 62,326.81
Customer:	Qwest Communications Company, LLC ID# 2011-518838
Description:	Special construction of facilities at 15601 N. Highway 41, Rathdrum, ID to Northwest Fiber's ID Rathdrum central office.
Nonrecurring Charge:	\$ 42,154.09
Customer:	Qwest Communications Company, LLC ID# 2011-518839
Description:	Special construction of facilities at 810 Bunker Avenue, Kellogg, ID to Northwest Fiber's ID Kellogg central office.
Nonrecurring Charge:	\$ 36,049.89
Customer:	Qwest Communications Company, LLC ID# 2011-518862
Description:	Special construction of facilities at 4904 N. Duncan Drive, Coeur D'Alene, ID to Northwest Fiber's Coeur D'Alene, ID central office.
Nonrecurring Charge:	\$ 28,718.14

Customer:	Verizon Business Network Service ID# 2011-517431
Description:	Special construction of facilities at 10025 SW Freeman Ct., Wilsonville OR to Ziply Fiber's, OR Wilsonville central office.
Nonrecurring Charge:	\$ 23,988.45
Customer:	AT&T Mobility Service ID# 2011-518435
Description:	Special construction of facilities at 60526 Foothill Road, La Grande, OR to Northwest Fiber's, OR La Grande central office.
Nonrecurring Charge:	\$ 21,637.34

VII. (RESERVED FOR FUTURE USE)

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XII. (RESERVED FOR FUTURE USE)

XIII. (RESERVED FOR FUTURE USE)

XIV. (RESERVED FOR FUTURE USE)