UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15 (d)
of the Securities Exchange Act of 1934

November 30, 2004
Date of Report
(Date of earliest event reported)

Shenandoah Telecommunications Company
(Exact name of registrant as specified in its charter)

Virginia	0-9881	54-1162807
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

500 Shentel Way
P.O. Box 459
Edinburg, VA 22824
(Address of principal executive office) (Zip code)

Registrant's telephone number, including area code: (540) 984-4141

Item 1.01 Entry into a Material Definitive Agreement.

On November 30, 2004, the Company amended the terms of its Master Loan Agreement with CoBank, ACB to provide for a $15 million revolving reducing credit facility. Under the terms of the amended credit facility, the Company can borrow up to $15 million for use in connection with the acquisition of NTC Communications LLC and other corporate purposes. The revolving credit facility has a 12 year term. Borrowings under the facility can be at either an adjustable or fixed rate. The loan is secured by a pledge of the stock of all of the subsidiaries of the Company as well as all of the outstanding membership interests in NTC.

Item 7.01 Regulation FD Disclosure

The following news release is being filed pursuant to Item 7.01 of Form 8-K

NEWS RELEASE

For further information, please contact Earle A. MacKenzie at 540-984-5192.

SHENANDOAH TELECOMMUNICATIONS COMPANY COMPLETES ACQUISITION
OF NTC COMMUNICATIONS AND EXPANDS DEBT FACILITY WITH CoBANK.

EDINBURG, VA, (December 2, 2004) - Shenandoah Telecommunications Company (Shentel; NASDAQ: SHEN) announces the closing of the acquisition of NTC Communications previously announced on August 27, 2004. In connection with the acquisition, Shentel has obtained a $15 million revolving credit facility from CoBank.

Shentel purchased the 83.88% of NTC that it did not currently own, for approximately $10 million plus the assumption of $13.2 million of debt and capital leases. The proceeds from the CoBank facility will be used to refinance the NTC debt and capital leases.

About CoBank

As Rural America's Cooperative Bank, CoBank specializes in providing financial solutions and leasing services to cooperatives, agribusinesses, Farm Credit associations and rural communications, energy and water companies. The bank also finances agricultural exports. CoBank has a national office in Denver, additional offices across the U.S., and several

international representative offices. CoBank is part of the $121-billion U.S. Farm Credit System. Additional information about the bank is available at www.cobank.com.

About Shenandoah Telecommunications

Shenandoah Telecommunications Company is a holding company that provides a broad range of telecommunications services through its operating subsidiaries. The Company is traded on the NASDAQ National Market under the symbol "SHEN." The Company's operating subsidiaries provide local and long distance telephone, Internet and data services, cable television, wireless voice and data services, alarm monitoring, and telecommunications equipment, along with many other associated solutions in the Mid-Atlantic and Southeastern United States.

* * * * *

This release contains forward-looking statements that are subject to various risks and uncertainties. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of unforeseen factors. A discussion of factors that may cause actual results to differ from management's projections, forecasts, estimates and expectations is available in the Company filings with the SEC. Those factors may include changes in general economic conditions, increases in costs and other competitive factors.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.16	Second Amended and Restated Master Loan Agreement, dated as of November 30, 2004, by and between CoBank, ACB and Shenandoah Telecommunications Company
10.17	Third Supplement to the Master Loan Agreement dated as Of November 30, 2004, between CoBank, ACB and Shenandoah Telecommunications Company
10.18	Second Amendment to the Term Supplement to the Master Loan Agreement dated as Of November 30, 2004, between CoBank, ACB and Shenandoah Telecommunications Company

10.19 Pledge Agreement dated November 30, 2004 between CoBank, ACB and Shenandoah Telecommunications Company

10.20 Membership Interest Pledge Agreement dated November 30, 2004 between CoBank, ACB and Shenandoah Telecommunications Company

10.21 Membership Interest Pledge Agreement dated November 30, 2004 between CoBank, ACB and Shentel Converged Services, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SHENANDOAH TELECOMMUNICATIONS COMPANY
(Registrant)

December 3, 2004 /S/ EARLE A. MACKENZIE

Earle A. MacKenzie
Chief Financial Officer

SECOND AMENDED AND RESTATED MASTER LOAN AGREEMENT

THIS SECOND AMENDED AND RESTATED MASTER LOAN AGREEMENT (this "Agreement"), dated as of November 30, 2004, is made by and between COBANK, ACB ("CoBank") and Shenandoah Telecommunications Company (the "Borrower").

WHEREAS, the Borrower and CoBank have previously entered into that certain Master Loan Agreement, dated as of January 12, 2000, as amended and restated by that certain Amended and Restated Master Loan Agreement, dated as of June 22, 2001 (the "Prior MLA").

WHEREAS, the Borrower and CoBank now wish to amend and restate the Prior MLA on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound hereby, and in consideration of CoBank making one or more loans to the Borrower, CoBank and the Borrower hereby amend and restate the Prior MLA in its entirety as follows:

SECTION 1. Supplements. In the event the Borrower desires to borrow from CoBank and CoBank is willing to lend to the Borrower, or in the event CoBank and the Borrower desire to consolidate any existing loans hereunder, the parties will enter into a Supplement to this Agreement (each supplement, as it may be amended, modified, supplemented, extended or restated from time to time, a "Supplement" and, collectively, the "Supplements"). Each Supplement will set forth CoBank's commitment to make a loan or loans (each, a "Loan" and, collectively, the "Loans") to the Borrower, the amount of the Loan(s), the purpose of the Loan(s), the interest rate or rate options applicable to the Loan(s), the repayment terms of the Loan(s), and any other terms and conditions applicable to the Loan(s). Each Loan will be governed by the terms and conditions contained in this Agreement and in the Supplement relating to that Loan.

SECTION 2. Availability. Advances under the Loans will be made available on any day on which CoBank and the Federal Reserve Banks are open for business (a "Business Day") upon the telephonic or written request of an authorized employee of the Borrower. Requests for advances under the Loans must be received no later than 12:00 noon Eastern time on the date the advance is desired or at such earlier date and time as may be specified in the relevant Supplement. Advances under the Loans will be made available by wire transfer of immediately available funds. Wire transfers will be made to such account or accounts as may be authorized by the Borrower. In taking actions upon telephonic requests, CoBank shall be entitled to rely on (and shall incur no liability to the Borrower in acting upon) any request made by a person identifying himself or herself as one of the persons authorized by the Borrower to request advances hereunder, so long as any funds advanced are wired to an account previously designated by the Borrower.

SECTION 3. Notes and Payments. The Borrower's obligation to repay the Loans made under each Supplement shall be evidenced by a promissory note (which may be part of such Supplement) in form and content acceptable to CoBank (such notes, as they may be amended, modified, supplemented, extended, restated or replaced from time to time, collectively, the "Notes", and each a "Note"). The Borrower shall make each payment which it is required to make under the terms of this Agreement, each Supplement, the Notes and all security and other instruments and documents relating hereto and thereto (such agreements, Supplements, Notes, instruments and documents, as they may be amended from time to time, collectively, at any time, the "Loan Documents") by wire transfer of immediately available funds or by check. Wire transfers shall be made to ABA No. 307088754 for advice to and credit of CoBank (or to such other account as CoBank may direct by notice). The Borrower shall give CoBank telephonic notice no later than 12:00 noon Eastern time of its intent to pay by wire. Funds received by wire before 3:00 p.m. Eastern time shall be credited on the day received and funds received by wire after 3:00 p.m. Eastern time shall be credited on the next Business Day. Checks shall be mailed to CoBank, at Department 167, Denver, Colorado 80291-0167 (or to such other place as CoBank may direct by notice). Credit for payment by check will not be given until the later of: (i) the day on which CoBank receives immediately available funds; or (ii) the next Business Day after receipt of the check. If any date on which a payment is due under any Loan Document is not a Business Day, then such payment shall be made on the next Business Day and such extension of time shall be included in the calculation of interest due.

SECTION 4. Security. The Borrower's obligations under the Loan Documents

shall be secured by a statutory first lien on all equity interests in CoBank which the Borrower may now own or hereafter acquire or be allocated. In addition, the Borrower's obligations under this Agreement, any Supplement or Note may be secured as provided in such Supplement or Note, and may be guaranteed as provided in any future Supplement. The Borrower agrees to take such steps (including the execution of such instruments and documents) as CoBank may from time to time reasonably require to enable CoBank to obtain, perfect and maintain its security interests in such property as is described in the Supplements.

SECTION 5. Conditions Precedent.

(A) Conditions to Initial Supplement. CoBank's obligation to extend credit under the initial Supplement is subject to the conditions precedent that CoBank receive, in form and substance satisfactory to CoBank, each of the following:

(1) This Agreement, Etc. A duly executed original of this Agreement and all instruments and documents contemplated hereby.

(2) Delegation Form. A duly completed and executed original of a CoBank Delegation and Wire Transfer Authorization form.

(B) Conditions to Each Supplement. CoBank's obligations, if any, to extend credit under, each Supplement, including the initial Supplement, is subject to the conditions precedent that CoBank receive, in form and content satisfactory to CoBank, each of the following:

(1) Supplement. A duly executed original of such Supplement, the Note relating thereto, and all other instruments and documents contemplated by such Supplement.

(2) Evidence of Authority. Such certified board resolutions, evidence of incumbency, and other evidence that CoBank may require that the Supplement, the Note relating thereto and all other instruments and documents executed in connection therewith, and, in the case of the initial Supplement, this Agreement and all instruments and documents executed in connection herewith, have been duly authorized and executed.

(3) Consents and Approvals. Such evidence as CoBank may require that all required regulatory and other consents and approvals have been obtained and are in full force and effect.

(4) Fees and Other Charges. All fees and other charges provided for herein or in the Supplement.

(5) Insurance. Such evidence as CoBank may require that the Borrower is in compliance with Subsection 7(E) hereof.

(6) Evidence of Perfection, Etc. Such evidence as CoBank may require that CoBank has a duly perfected first priority security interest in all collateral contemplated by the Supplement.

(7) Opinions of Counsel. Opinions of counsel to the Borrower and any other entity party to the Loan Documents relating to such Supplement acceptable to CoBank.

(C) Conditions to Each Advance. CoBank's obligation under each Supplement to make any Loan or advance to the Borrower thereunder is subject to the further conditions set forth in such Supplement and that no Event of Default (as defined in Section 9 hereof) or event which with the giving of notice and/or the passage of time would become an Event of Default hereunder (a "Potential Default"), shall have occurred and be continuing.

SECTION 6. Representations and Warranties. The execution by the Borrower of each Supplement and each request for an advance thereunder shall constitute a representation and warranty to CoBank that:

(A) Organization; Powers; Etc. The Borrower and each of its subsidiaries (collectively, the "Subsidiaries") (i) is duly organized, validly existing, and in good standing under the laws of its state of incorporation or formation, as the case may be; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties or the nature of its business requires such qualification; (iii) has all requisite legal and corporate power to own and operate its assets and to carry on its business and to enter into and perform its obligations under the Loan Documents to which it is a party; and (iv) has duly and lawfully

obtained and maintained all franchises, licenses, certificates, permits, authorizations, approvals, and the like which are necessary in the conduct of its business.

(B) Due Authorization; No Violations; Etc. The execution and delivery by the Borrower of, and the performance by the Borrower of its obligations under, the Loan Documents to which it is a party have been duly authorized by all requisite corporate action and do not and will not (i) violate its articles of incorporation, its bylaws, any provision of any law, rule or regulation, any judgment, order or ruling of any court or Governmental Authority, any agreement, indenture, mortgage, or other instrument to which the Borrower is a party or by which the Borrower or any of its property is bound, or (ii) be in conflict with, result in a breach of, or constitute with the giving of notice or lapse of time, or both, a default under any such agreement, indenture, mortgage, or other instrument. All actions, if any, on the part of the shareholders of the Borrower necessary in connection with the execution and delivery by the Borrower of, and the performance by the Borrower of its obligations under, the Loan Documents to which it is a party have been taken and remain in full force and effect.

(C) Binding Agreement. Each of the Loan Documents to which the Borrower is a party is, or when executed and delivered will be, the legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject only to limitations on enforceability imposed by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally, and (ii) general equitable principles.

(D) Financial Statements, Budgets, Projections, Etc. All financial statements of the Borrower and any of the Subsidiaries submitted to CoBank in connection with the Loans present fairly in all material respects the financial condition of such entity to which such statements relate and the results of such entity's operations for the periods covered thereby, and are prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied (except, in the case of unaudited financial statements, for the omission of footnotes, other schedules and the effect of normal year-end audit adjustments). All budgets, projections, feasibility studies, and other documentation submitted to CoBank in connection with the Loans, by or on behalf of the Borrower or any of the Subsidiaries were based upon assumptions that were believed to be reasonable at the time submitted, and as of the date of such Supplement or request for advance, no fact has come to the attention of the Borrower, and no event or transaction has occurred, which would cause any assumption made therein not to be reasonable.

(E) Consents and Approvals. No consent, permission, authorization, order or license of any Governmental Authority is necessary in connection with the execution, delivery, performance or enforcement of the Loan Documents to which the Borrower is a party or the creation and perfection of the liens and security interests granted thereby, except as such have been obtained and are in full force and effect.

(F) Compliance with Laws. The Borrower and each of the Subsidiaries is in compliance in all material respects with all federal, state and local laws, rules, regulations, ordinances, codes and orders (collectively, "Laws"), the failure to comply with which could reasonably be expected to have a Material Adverse Effect. The term "Material Adverse

Effect" shall mean a material adverse effect on the condition, financial or otherwise, operations, properties or business of the Borrower and the Subsidiaries, taken as a whole, or on the ability of the Borrower to perform its obligations under the Loan Documents.

(G) Environmental Compliance. Without limiting the provisions of Subsection 6(F), all property owned or leased by the Borrower or any of the Subsidiaries and all operations conducted by them are in compliance in all material respects with all Laws relating to environmental protection, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

(H) Litigation. There are no pending legal, arbitration, or governmental actions or proceedings to which the Borrower or any of the Subsidiaries is a party or to which any of their respective property is subject which could reasonably be expected to have a Material Adverse Effect, and to the best of the Borrower's knowledge, no such actions or proceedings are threatened or contemplated.

(I) Principal Place of Business; Records. The principal place of business and chief executive office of the Borrower and the place where the records required by Subsection 7(G) are kept is at the address of the Borrower shown in Section 14.

(J) Employee Benefit Plans. The Borrower and each of the Subsidiaries is in compliance in all material respects with the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

(K) Taxes. The Borrower and each of the Subsidiaries has filed or caused to be filed all federal, state and local tax returns that are required to be filed, and has paid all taxes as shown on such returns or on any assessment received by them to the extent such taxes have become due, except where the payment of such tax or assessment is being contested by the Borrower or such Pledged Subsidiary in good faith and by appropriate proceedings and then only if and to the extent reserves required by GAAP have been set aside on the Borrower's or such Pledged Subsidiary's books therefor.

(L) Investment Company Act; Public Utility Holding Company Act. The Borrower is not an "investment company" as that term is defined in, or otherwise subject to regulation under, the Investment Company Act of 1940, as amended. The Borrower is not a "holding company" as that term is defined in, or otherwise subject to regulation under, the Public Utility Holding Company Act of 1935, as amended.

(M) Use of Proceeds. The funds to be borrowed under this Agreement and each Supplement are being borrowed for use only as contemplated thereby. No part of such funds are being borrowed to purchase any "margin securities" or otherwise in violation of the regulations of the Federal Reserve System.

(N) Subsidiaries. The Borrower has no direct subsidiaries other than as set forth on Schedule 6(N) to this Agreement. The Borrower is the registered (if applicable) and

beneficial owner, directly or indirectly, of the specified percentage of the shares of issued and outstanding capital stock or the membership interest, as applicable, of each of the Subsidiaries as set forth on Schedule 6(N), which stock or membership interest is owned free and clear of all liens, warrants, options, rights to purchase, rights of first refusal and other interests of any person (except for liens granted to CoBank under the Loan Documents) and which has been duly authorized and validly issued and is fully paid and non-assessable.

(O) Licenses; Permits; Etc. The Borrower and each of the Subsidiaries is the valid holder of all franchises, licenses, certificates, permits, authorizations, approvals and the like which are material to the conduct of its business and which may be required by law, including, without limitation, all licenses and permits of the Federal Communications Commission (the "FCC"), the Virginia State Corporation Commission (the "PUC"), the public utility commissions of any other states in which the Borrower operates and all required cable television franchises and all such franchises, licenses, certificates, permits, authorizations, approvals, and the like are in full force and effect on the date hereof.

(P) Business Neither the Borrower nor any of the Subsidiaries is engaged in any business activity or operation other than the provision of wireline telephone, cellular telephone, cable television and personal communications services, other telecommunications services and other services related to such businesses.

SECTION 7. Affirmative Covenants. Unless otherwise agreed to in writing by CoBank, which consent shall not be unreasonably withheld, so long as this Agreement shall remain in effect or the obligations hereunder shall be unpaid or otherwise unsatisfied, the Borrower will, and (except for Subsections 7(I)(1) and (2), 7(J), 7(K), 7(L) and 7(M)) will cause each of the Subsidiaries to (provided that following its acquisition, any Pledged Subsidiary, including, without limitation, NTC Communications, LLC, shall have 90 days to be in compliance with the affirmative covenants applicable to it):

(A) Existence. Preserve and keep in full force and effect its corporate or limited liability company existence and good standing in the jurisdiction of its incorporation or formation, and its qualification to transact business and its good standing in all places in which the character of its properties or the nature of its business requires such qualification.

(B) Compliance with Laws and Agreements. Comply in all material respects with all Laws and agreements, indentures, mortgages, and other instruments to which it is a party or by which it or any of its property is bound, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

(C) Compliance with Environmental Laws. Without limiting the provisions of Subsection 7(B), comply in all material respects with, and cause all persons occupying or present on any properties owned or leased by it to so comply with, all Laws relating to environmental protection, the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

(D) Licenses; Permits; Etc. Duly and lawfully obtain and maintain in full force and effect all franchises, licenses, certificates, permits, authorizations, approvals, and the

like which are material to the conduct of its business or which may be required by applicable Laws, including without limitation, all FCC licenses and permits, all licenses and permits of the PUC, and all required cable television franchises, which the failure to so obtain or maintain could reasonably be expected to have a Material Adverse Effect.

(E) Insurance. Maintain insurance with insurance companies or associations acceptable to CoBank in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, and make such increases in the type or amount of coverage as CoBank may reasonably request.

(F) Property Maintenance. Maintain and preserve at all times its property and each and every part and parcel thereof necessary to the proper functioning of its business in good repair, working order, and condition, ordinary wear and tear excepted, and in compliance in all material respects with all applicable Laws.

(G) Books and Records. Keep adequate records and books of account in accordance with GAAP consistently applied and any system of accounts to which it is subject.

(H) Inspection. Permit CoBank or its agents, at CoBank's expense, upon reasonable notice and during normal business hours or at such other times as the parties may agree, to (i) examine its properties, books, and records, (ii) discuss its affairs, finances, operations, and accounts with its officers, directors, and independent certified public accountants and (iii) with the prior consent of, and in the presence of, an officer of the Borrower in each instance, which consent shall not be unreasonably withheld, discuss its affairs, finances, operations, and accounts with one or more of its employees.

(I) Reports and Notices. Furnish, or cause to be furnished, to CoBank:

(1) Annual Financial Statements. As soon as available, but in no event later than 120 days after the end of each fiscal year of the Borrower occurring during the term hereof, annual financial statements of the Borrower prepared on a Consolidated Basis (as hereafter defined) in accordance with GAAP consistently applied and in a format that demonstrates any accounting or formatting change that may be required by the various jurisdictions in which the business of the Borrower is conducted (to the extent not inconsistent with GAAP). Such financial statements shall: (i) be audited by independent certified public accountants selected by the Borrower and reasonably acceptable to CoBank; (ii) be accompanied by a report of such accountants containing an unqualified opinion or an opinion otherwise acceptable to CoBank; (iii) be prepared in reasonable detail, and set forth in comparative form corresponding figures for the preceding fiscal year; and (iv) include a balance sheet, a statement of income, a statement of retained earnings, a statement of cash flows, and all notes and schedules relating thereto. In addition, each of such audited consolidated annual financial statements shall be accompanied by separate unaudited annual financial statements for each of the subsidiaries of the Borrower whose accounts are, in accordance with GAAP, consolidated with the Borrower, consisting of a balance sheet and a statement of income.

(2) Quarterly Financial Statements. As soon as available but in no event later than 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower occurring during the term hereof, unaudited quarterly financial statements of the Borrower, in each case, prepared on a Consolidated Basis in accordance with GAAP consistently applied (except for the omission of footnotes and for the effect of normal year-end audit adjustments) and in a format that demonstrates any accounting or formatting change that may be required by various jurisdictions in which the business of the Borrower is conducted (to the extent not inconsistent with GAAP). Each of such financial statements shall (i) be prepared in reasonable detail and set forth in comparative form corresponding figures for the corresponding period of the preceding fiscal year, and (ii) include a balance sheet, a statement of income for such quarter and for the period year-to-date, a statement of cash flows and such other quarterly statements as CoBank may specifically request, which quarterly statements shall include any and all supplements thereto; provided, however, that the Borrower shall not be obligated to provide any quarterly consolidating financial statements if such statements have not been prepared for any other purpose.

(3) Notice of Default. Promptly after becoming aware thereof, notice of (i) the occurrence of any Potential Default or Event of Default under any of the Loan Documents; provided, however, that the failure to give such notice shall not affect the right and power of CoBank to exercise any and all of the remedies specified herein.

(4) Notice of Non-Environmental Litigation. Promptly after the commencement thereof, notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting it which could reasonably be expected to have a Material Adverse Effect.

(5) Notice of Environmental Litigation. Without limiting the provisions of Subsection 7(I)(4), promptly after receipt or becoming aware thereof, notice of the receipt of all pleadings, orders, complaints, indictments, or other communications (i) alleging a condition that may require it to undertake or to contribute to a cleanup or other response under Laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such Laws, or which claim personal injury or property damage to any person as a result of environmental factors or conditions and (ii) which could reasonably be expected to have a Material Adverse Effect.

(6) Regulatory and Other Notices. Promptly after filing, receipt or becoming aware thereof, copies of any filings or communications sent to and notices or other communications received by it from any Governmental Authority, including, without limitation, the Securities and Exchange Commission, the FCC, the PUC, any cable television franchisor or any other state utility commission relating to any material noncompliance by it with any Laws or with respect to any matter or proceeding the effect of which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(7) Material Adverse Change. Prompt notice of any matter which has had or could reasonably be expected to have a Material Adverse Effect.

(8) Compliance Certificates. Concurrently with each statement required to be furnished pursuant to Subsection 7(I)(1) or (2), a compliance certificate in the form attached hereto as Exhibit A executed by the President or chief financial officer of the Borrower.

(9) ERISA Reportable Events. Within 30 days after it becomes aware of the occurrence of any Reportable Event (as defined in Section 4043 of ERISA) applicable to it, a statement describing such Reportable Event and the actions it proposes to take in response to such Reportable Event.

(10) Other Information. Such other information regarding the condition, financial or otherwise, or operations of the Borrower and the Subsidiaries as CoBank may, from time to time, reasonably request.

(J) Total Leverage Ratio. Achieve as of the last day of each fiscal quarter of the Borrower (each a "Quarterly Date"), a Total Leverage Ratio (as hereinafter defined), determined in accordance with GAAP consistently applied of the Borrower and all subsidiaries whose accounts are, at the time of determination, in accordance with GAAP, consolidated (on a "Consolidated Basis") with the Borrower, not exceeding 2.50:1.00. The term "Total Leverage Ratio" shall mean the ratio of Indebtedness to Operating Cash Flow (as such terms are hereinafter defined). The term "Indebtedness" shall mean (i) obligations for borrowed money, (ii) obligations representing the deferred purchase price of property or services other than accounts payable arising in connection with the purchase of goods or services on terms customary in the trade, (iii) obligations, whether or not assumed, secured by liens or payable out of the proceeds or production from property now or hereafter owned or acquired, (iv) obligations which are evidenced by notes, acceptances or other instruments, (v) leases of real or personal property which are required to be capitalized under GAAP or which are treated as operating leases under regulations applicable to them but which otherwise would be required to be capitalized under GAAP (each a "Capital Lease"), (vi) fixed rate hedging obligations that are due (after giving effect to any period of grace or notice requirement applicable thereto) and remain unpaid, and (vii) fixed payment obligations under guarantees that are due and remain unpaid. For purposes of this Agreement, the term "Operating Cash Flow" (i) shall mean the sum of (a) net income or deficit, as the case may be, excluding extraordinary gains and the write-up of any asset, (b) total interest expense (including non-cash interest), (c) depreciation and amortization expense and other similar non-cash expense and (d) federal, state and/or local income taxes and (ii) shall be measured for the then most recently completed four fiscal quarters, adjusted to give effect to any acquisition, sale or other disposition of any operation or business (or any portion thereof) during the period of calculation as if such acquisition, sale or other disposition occurred on the first day of such period of calculation.

(K) Debt Service Coverage Ratio. Achieve as of each Quarterly Date, a Debt Service Coverage Ratio (as hereinafter defined), determined in accordance with GAAP consistently applied and calculated on a Consolidated Basis, greater than or equal to 2.00:1.00. The term "Debt Service Coverage Ratio" shall mean the ratio of (i) Operating Cash Flow minus

cash taxes to (ii) the aggregate of principal and interest payments due on Indebtedness during the applicable period. Debt Service Coverage Ratio shall be measured for the then most recently completed four fiscal quarters, adjusted to give effect to any acquisition, sale or other disposition of any operation or business (or any portion thereof) during the period of calculation as if such acquisition, sale or other disposition occurred on the first day of such period of calculation.

(L) Equity to Total Assets Ratio. Achieve as of each Quarterly Date, an Equity to Total Assets Ratio (as hereinafter defined), determined in accordance with GAAP consistently applied and calculated on a Consolidated Basis, greater than or equal to 35.0%. The term "Equity to Total Assets Ratio" shall mean the percentage derived by dividing (i) the amount derived by subtracting total liabilities from total assets by (ii) total assets, each as of the last day of the applicable period.

(M) Capitalization. The Borrower agrees to purchase such equity in CoBank as CoBank may from time to time require in accordance with its bylaws and capital plan; provided, however, that CoBank may not require the Borrower to purchase equity in CoBank in an amount greater than 13% of the portion of CoBank's five-year average risk-adjusted asset base attributable to loans made by CoBank to the Borrower. In connection with the foregoing, the Borrower hereby acknowledges receipt, prior to the execution of this Agreement, of CoBank's bylaws, a written description of the terms and conditions under which the equity is issued, CoBank's Loan-Based Capital Plan, CoBank's most recent annual report, and if more recent than CoBank's latest annual report, its latest quarterly report. The Borrower hereby consents and agrees that the amount of any distributions with respect to its patronage with CoBank that are made in qualified written notices of allocation (as defined in 26 U.S.C. ss. 1388) and that are received by the Borrower from CoBank, will be taken into account by the Borrower at the stated dollar amounts whether the distribution is evidenced by a Participation Certificate or other form of written notice that such distribution has been made and recorded in the name of the Borrower on the records of CoBank. All such investments and all other equities in CoBank which the Borrower may now own or hereafter acquire or be allocated shall be subject to a statutory first lien in favor of CoBank.

SECTION 8. Negative Covenants.

(A) Borrower. Unless otherwise consented to in writing by CoBank, which consent shall not be unreasonably withheld, the Borrower covenants and agrees with CoBank that, so long as this Agreement shall remain in effect or the obligations hereunder shall be unpaid or otherwise unsatisfied, the Borrower will not:

(1) Borrowings. Create, incur, assume, or allow to exist, directly or indirectly, any Indebtedness except for (i) Indebtedness to CoBank, (ii) Indebtedness under purchase money security agreements and Capital Leases ("Purchase Money Indebtedness") not to exceed $5,000,000 in the aggregate for the Borrower and its subsidiaries at any one time, (iii) obligations to any Pledged Subsidiary, and (iv) other unsecured Indebtedness (including, for purposes of this clause (iv), Indebtedness to SunTrust Bank pursuant to that certain Commercial Note, dated as of May 8, 2001 (the "SunTrust Note"), from the Borrower to SunTrust Bank) not to exceed $5,000,000 in the aggregate for the Borrower and its subsidiaries at any one time.

(2) Liens. Create, incur, assume, or allow to exist any mortgage, deed of trust, deed to secure debt, pledge, lien (including the lien of an attachment, judgment, or execution), security interest, or other encumbrance of any kind upon any of its property, real or personal. The foregoing restrictions shall not apply to (i) liens in favor of CoBank; (ii) liens for taxes, assessments, or governmental charges that are not past due, unless the same are being contested in good faith and by appropriate proceedings and then only if and to the extent reserves required by GAAP have been set aside therefor; (iii) liens, pledges, and deposits under workers' compensation, unemployment insurance, social security and similar laws; (iv) liens, deposits, and pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), and like obligations arising in the ordinary course of its business as conducted on the date hereof; (v) liens imposed by law in favor of mechanics, materialmen, warehousemen, lessors and like persons that secure obligations that are not past due, unless the same are being contested in good faith and by appropriate proceedings and then only if and to the extent reserves required by GAAP have been set aside therefor; (vi) liens constituting encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property of the Borrower that, in the sole judgment of CoBank, do not materially detract from the value of such real property or impair the use thereof in the Borrower's business; (vii) purchase money security interests and equipment leases securing Purchase Money Indebtedness permitted under Subsection 8(A)(1)(ii), provided that such security interests and leases do not encumber any property other than the items purchased with the proceeds thereof or leased thereby and any proceeds thereof; (viii) the "Collateral" as defined in the SunTrust Note, without giving effect to any amendments of such SunTrust Note after the date hereof; and (ix) liens on capital stock of any subsidiary of the Borrower that is not a Pledged Subsidiary, provided that CoBank shall have consented to the related borrowing as required under Subsection 8(A)(1).

(3) Fundamental Changes. (i) merge or consolidate with any other entity, acquire all or substantially all of the assets of any person or entity, provided that the Borrower and the Pledged Subsidiaries may without the consent of CoBank acquire, in the aggregate, all or substantially all of the assets of any person or person or entity or entities in an amount up to $20,000,000 over the term of the Loans, so long as after giving effect to such asset acquisitions, the Borrower in each case is in compliance on a pro forma basis with the covenants set forth in Subsections 7(J) through 7(L) hereof, (ii) form or create any subsidiary or affiliate other than in compliance with the provisions of Section 2 of the Second Amended and Restated Pledge Agreement, dated as of even date herewith), by and between CoBank and the Borrower (the "Pledge Agreement"), or (iii) commence operations under any other name, organization, or entity, including any joint venture.

(4) Transfer of Assets. Sell, transfer, lease, enter into any contract for the sale, transfer or lease of, or otherwise dispose of, any of its operating assets, except in the ordinary course of its business; provided, however, that the Borrower may sell, transfer, lease or other disposition of assets which in the aggregate for the Borrower and its subsidiaries do not exceed $5,000,000 in any fiscal year or exceed $25,000,000 over the term of the Loans so long as no Potential Default or Event of Default exists

before such disposition and no violation of Subsections 7(J) though 7(L) hereof will result after giving affect to such disposition.

(5) Loans and Investments. After the date hereof, make any loan or advance to, invest in, purchase or make any commitment to purchase any commercial paper, stock, bonds, notes, or other securities of any person or entity (each, whether made directly or indirectly, an "Investment") other than a Pledged Subsidiary other than:

(a) commercial paper maturing not in excess of one year from the date of acquisition and rated "P1" by Moody's Investors Service, Inc., or "A1" by Standard & Poor's Corporation on the date of acquisition;

(b) certificates of deposit in North American commercial banks rated "C" or better by Keefe, Bruyette & Woods, Inc., or "3" or better by Cates Consulting Analysts, maturing not in excess of one year from the date of acquisition;

(c) securities or deposits issued, guaranteed, or fully insured as to payment by the United States government or any agency thereof, and Class C stock or stock or other securities of, or investments in CoBank or CoBank investment services or programs;

(d) repurchase agreements of any bank or trust company incorporated under the laws of the United States of America or any state thereof and fully secured by a pledge of obligations issued or fully and unconditionally guaranteed by the United States government;

(e) money market funds maintained by nationally recognized investment firms or financial institutions, which funds are from time to time invested only in securities of the type described in (a) through (d) above and other securities having a rating of "A" or better by a nationally recognized rating agency; provided that the aggregate amount invested in such money market funds shall not at any time exceed $3,000,000 for any one such fund and $5,000,000 for any one such investment firm or financial institution; and

(f) commercial paper, stocks, bonds, notes, other securities and other ownership interests that are excluded from the scope of (a) through (e) and are issued by corporations or other entities incorporated or organized under the laws of the United States of America or any state thereof (collectively "Other Investments"); provided that:

(i) the aggregate amount (calculated as the lower of cost or market value) of all Other Investments made by the Borrower and the Subsidiaries at any one time shall not in any event exceed 15% of the Borrower's total assets calculated on a Consolidated Basis, and

(ii) the Borrower will provide CoBank with a schedule of all Other Investments (including valuations) at the end of each fiscal quarter and more frequently upon CoBank's request.

The Borrower acknowledges that CoBank is not in any way acting as an advisor to it with respect to its or the Subsidiaries investments or otherwise and shall have no responsibility to it in connection with CoBank's rights under this Subsection or Subsection 8(B)(5), whether or not CoBank exercises any right to review investments or makes any recommendation concerning the advisability of any Other Investment, and the Borrower agrees that the Borrower and the Subsidiaries will be solely responsible for all decisions made by the Borrower or any of the Subsidiaries with respect to their respective investments.

(6) Change in Business. Engage in any business activity or operation different from or unrelated to the business activities and operations described in Subsection 6(P).

(7) Guarantees. Guarantee, assume, or otherwise become obligated or liable with respect to the indebtedness or other obligations of any person or entity, other than (i) guaranties made in favor of CoBank, (ii) the endorsement of checks, and (iii) guaranties made pursuant to that certain Performance Guaranty, dated as of November 5, 1999, made by the Borrower for the benefit of Sprint PCS with respect to obligations of Shenandoah Personal Communications Company in connection with the construction and lease of a PCS system in FCC designated basic trading areas 179, 479, 183, 12, 181 and 483.

(8) Distributions. Make, declare or pay, directly or indirectly, any dividend or other distribution of assets to shareholders of the Borrower, or retire, redeem, purchase or otherwise acquire for value any capital stock of the Borrower; provided, that the Borrower may declare or pay a dividend or other distribution of assets, or retire, redeem, purchase or otherwise acquire capital stock of the Borrower in any fiscal year in an aggregate amount equal to the greater of (i) $10,000,000 or (ii) 100% of the immediately preceding fiscal year's aggregate after-tax consolidated net income of the Borrower if, and only if, no Potential Default or Event of Default then exists and no violation of Sections 7(J) through 7(L) hereof will result after giving effect to such dividend, distribution, retirement, redemption, purchase or other acquisition.

(9) Salaries; Wages; Compensation. Pay any wages, salaries or other compensation to any officer, director, stockholder, or partner (or relative of any thereof) of the Borrower or any of the Subsidiaries unless such compensation shall be (i) reasonable and comparable with compensation paid by companies of like nature, similarly situated, and (ii) payment for services actually rendered.

(B) The Subsidiaries. Unless otherwise consented to in writing by CoBank, which consent shall not be unreasonably withheld, the Borrower covenants and agrees with CoBank that, so long as this Agreement shall remain in effect or the obligations hereunder shall be unpaid or otherwise unsatisfied, none of the Subsidiaries will (provided that following its

acquisition, any Pledged Subsidiary, including, without limitation, NTC Communications, LLC, shall have 90 days to be in compliance with these negative covenants):

(1) Borrowings. Create, incur, assume, or allow to exist, directly or indirectly, any Indebtedness except for (i) Indebtedness to CoBank, (ii) Purchase Money Indebtedness, the aggregate amount of which does not exceed $5,000,000 for the Borrower and its subsidiaries at any one time, (iii) Indebtedness to the Borrower or any other Pledged Subsidiary, and (iv) Indebtedness of Shenandoah Telephone Company to the Rural Utilities Service (the "RUS") and the Rural Telephone Bank (the "RTB") outstanding on the date hereof or incurred pursuant to any RUS loan commitment in effect on the date hereof.

(2) Liens. Create, incur, assume, or allow to exist any mortgage, deed of trust, deed to secure debt, pledge, lien (including the lien of an attachment, judgment, or execution), security interest, or other encumbrance of any kind upon any of its property, real or personal. The foregoing restrictions shall not apply to (i) liens in favor of CoBank; (ii) liens for taxes, assessments, or governmental charges that are not past due, unless the same are being contested in good faith and by appropriate proceedings and then only if and to the extent reserves required by GAAP have been set aside therefor; (iii) liens, pledges, and deposits under workers' compensation, unemployment insurance, and social security laws; (iv) liens, deposits, and pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), and like obligations arising in the ordinary course of its business as conducted on the date hereof; (v) liens imposed by law in favor of mechanics, materialmen, warehousemen, lessors and like persons that secure obligations that are not past due, unless the same are being contested in good faith and by appropriate proceedings and then only if and to the extent reserves required by GAAP have been set aside therefor; (vi) liens constituting encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property of a Pledged Subsidiary that, in the sole judgment of CoBank, do not materially detract from the value of such real property or impair the use thereof in the business of such Pledged Subsidiary; (vii) purchase money security interests and equipment leases securing Purchase Money Indebtedness permitted under Subsection 8(B)(1)(ii), provided that such security interests and leases do not encumber any property other than the items purchased or leased thereby and any proceeds thereof; and (viii) liens granted by Shenandoah Telephone Company from time to time in favor of the RUS and the RTB granted pursuant to that certain Restated Mortgage, Security Agreement and Financing Statement, dated as of February 1, 1991, by and among Shenandoah Telephone Company, the United States of America, acting through the Administrator of the RUS (as successor to the Rural Electrification Administration) and the RTB, or any amendment or supplement thereto, but only to the extent such liens secure indebtedness of Shenandoah Telephone Company to the RUS and the RTB outstanding on the date hereof or incurred pursuant to any RUS loan commitment in effect on the date hereof.

(3) Fundamental Changes. (i) Merge or consolidate with any other entity, or acquire all or substantially all of the assets of any person or entity, provided that

the Borrower and the Pledged Subsidiaries may without the consent of CoBank acquire, in the aggregate, all or substantially all of the assets of any person or person or entity or entities in an amount up to $20,000,000 over the term of the Loans, so long as after giving effect to such asset acquisitions, the Borrower in each case is in compliance on a pro forma basis with the covenants set forth in Subsections 7(J) through 7(L) hereof, (ii) form or create any subsidiary other than in compliance with the provisions of Section 2 of the Pledge Agreement, or (iii) commence operations under any other name, organization, or entity, including any joint venture, or issue any additional capital stock other than to the Borrower or any Pledged Subsidiary.

(4) Transfer of Assets. Sell, transfer, lease, enter into any contract for the sale, transfer or lease of, or otherwise dispose of, any of its operating assets, except in the ordinary course of its business; provided, however, that a Pledged Subsidiary may sell, transfer, lease or other disposition of assets which in the aggregate for the Borrower and its subsidiaries do not exceed $5,000,000 in any fiscal year or exceed $25,000,000 over the term of the Loans so long as no Potential Default or Event of Default exists before such disposition and no violation of Subsections 7(J) though 7(L) hereof will result after giving affect to such disposition.

(5) Loans and Investments. After the date hereof, make any Investment in any person or entity other than the Borrower or any other Pledged Subsidiary, other than

(a) commercial paper maturing not in excess of one year from the date of acquisition and rated "P1" by Moody's Investors Service, Inc., or "A1" by Standard & Poor's Corporation on the date of acquisition;

(b) certificates of deposit in North American commercial banks rated "C" or better by Keefe, Bruyette & Woods, Inc., or "3" or better by Cates Consulting Analysts, maturing not in excess of one year from the date of acquisition;

(c) securities or deposits issued, guaranteed, or fully insured as to payment by the United States government or any agency thereof, and Class C Stock or other securities of CoBank;

(d) repurchase agreements of any bank or trust company incorporated under the laws of the United States of America or any state thereof and fully secured by a pledge of obligations issued or fully and unconditionally guaranteed by the United States government;

(e) money market funds maintained by nationally recognized investment firms or financial institutions, which funds are from time to time invested only in securities of the type described in Subsections (a) through (d) above, and other securities having a rating of "A" or better by a nationally recognized rating agency; provided that the aggregate amount invested in such

money market funds shall not at any time exceed $3,000,000 for any one such fund and $5,000,000 for any one such investment firm or financial institution; and

(f) Other Investments, provided that:

(i) the aggregate amount (calculated as the lower of cost or market value) of all Other Investments made by the Borrower and the Subsidiaries shall not in any event exceed 15% of the Borrower's total assets calculated on a Consolidated Basis, and

(ii) the Borrower will provide CoBank with a schedule of all Other Investments (including valuations) at the end of each fiscal quarter and more frequently upon CoBank's request.

(6) Change in Business. Engage in any business activity or operation different from or unrelated to its current business activities or operations.

(7) Salaries; Wages; Compensation. Pay any wages, salaries or other compensation to any officer, director, stockholder, or partner (or relative of any thereof) of the Borrower or any of the Subsidiaries unless such compensation shall be (i) reasonable and comparable with compensation paid by companies of like nature, similarly situated, and (ii) payment for services actually rendered.

SECTION 9. Events of Default. Each of the following shall constitute an "Event of Default" under this Agreement:

(A) Payment Default. The failure by the Borrower to make any payment or investment required to be made hereunder, under the Note, or under any other Loan Document to which it is a party when due (other than any such required investment the payment of which is entirely within the control of CoBank).

(B) Representations and Warranties. Any representation or warranty made by the Borrower herein or in any other Loan Document, or any factual statement made in any certificate delivered in connection with the Loan, shall prove to have been false or misleading in any material respect on or as of the date made and the Borrower fails to commence and diligently pursue action to remedy such inaccuracy within 10 days after written notice thereof shall have been delivered by CoBank to the Borrower or such inaccuracy is not remedied within 60 days after receipt by the Borrower of such notice or CoBank shall determine that the Borrower intentionally made such false or misleading representation, warranty or factual statement with knowledge of its false or misleading nature.

(C) Covenants and Agreements. The failure by the Borrower or any Pledged Subsidiary to perform or comply with any other covenant or agreement contained herein (other than covenants in Subsections 7(A), 7(I)(3) through 7(I)(7) and 7(I)(9) hereof) or any other Loan Document, and the Borrower fails to commence and diligently pursue action to remedy such default within 10 days after written notice thereof shall have been delivered by CoBank to the

Borrower or such default is not remedied within 60 days after receipt by the Borrower of such notice.

(D) Other Covenants. The failure by the Borrower to perform or comply with any covenant excluded under Subsection (C).

(E) Cross-Default. The occurrence, after giving effect to any applicable notice and grace period, of any breach, default, or event of default under any agreement (other than the Loan Documents) between either the Borrower or any Pledged Subsidiary and CoBank, including, without limitation, any guaranty, loan agreement, security agreement, mortgage, deed to secure debt, or deed of trust.

(F) Other Indebtedness. The occurrence of any breach, default, event of default, or event which with the giving of notice or lapse of time, or both, could become a default or event of default under any agreement, indenture, mortgage, or other instrument by which the Borrower, or any of the Subsidiaries or any of their respective property is bound or affected (other than the Loan Documents) if the effect of such breach, default, event of default, or event is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument and the aggregate amount of indebtedness the maturity of which has been accelerated or is then subject to acceleration by reason of any one or more such breach, default, event of default or other event under any such agreement, indenture, mortgage or instrument equals or exceeds at any one time $500,000 in the aggregate.

(G) Judgments. Any judgment, decree or order for the payment of money shall be rendered against the Borrower or judgments, decrees, or orders for the payment of money in an aggregate amount for the Borrower and the Subsidiaries in excess of $500,000 at any one time shall be rendered against the Borrower or any of the Subsidiaries and either (1) enforcement proceedings shall have been commenced; or (2) such judgments, decrees, and orders shall continue unsatisfied and in effect for a period of 30 consecutive days without being vacated, discharged, satisfied, or stayed pending appeal.

(H) Insolvency, Etc. Any of the Borrower or any of the Subsidiaries (1) shall become insolvent or shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they come due; or (2) shall suspend its business operations or a material part thereof or make an assignment for the benefit of creditors; (3) shall apply for, consent to, or acquiesce in the appointment of a trustee, receiver, or other custodian for it or any of its property or, in the absence of such application, consent, or acquiescence, a trustee, receiver, or other custodian is so appointed; (iv) shall commence with respect to it any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction; or (v) shall have commenced against it any such proceeding and such proceeding is not dismissed within 90 days of its commencement.

(I) Security. The Pledge Agreement or the filings contemplated thereby shall for any reason fail to create a valid and perfected first-priority lien, security interest, or security title (subject only to such exceptions as are therein permitted) on any of the property identified therein.

SECTION 10. Remedies Upon Event of Default.

(A) Automatic Acceleration. Upon the occurrence of an Event of Default under Subsection 9(H), the entire unpaid principal balance of the Loans, all accrued interest thereon, and all other amounts payable under this Agreement, all Supplements, all Notes, and all other agreements between CoBank and the Borrower shall become immediately due and payable without protest, presentment, demand, or further notice of any kind, all of which are hereby expressly waived by the Borrower.

(B) Acceleration; Etc. Upon the occurrence of an Event of Default other than under Subsection 9(H), upon notice to the Borrower, CoBank may declare the entire unpaid principal balance of all Loans, all accrued interest thereon, and all other amounts payable under this Agreement, all Supplements and all other agreements between CoBank and the Borrower, to be immediately due and payable. Upon such a declaration, the unpaid principal balance of all Loans and all such other amounts shall become immediately due and payable, without protest, presentment, demand, or further notice of any kind, all of which are hereby expressly waived by the Borrower.

(C) Enforcement. Upon the occurrence of an Event of Default, CoBank may proceed to protect, exercise, and enforce such rights and remedies as may be provided by agreement or under law including, without limitation, the rights and remedies provided for in this Agreement and any of the other Loan Documents. Each and every one of such rights and remedies shall be cumulative and may be exercised from time to time, and no failure on the part of CoBank to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or future exercise thereof, or the exercise of any other right. In addition, CoBank may hold and/or set off and apply against the Borrower's indebtedness any and all cash, accounts, securities, or other property in CoBank's possession or under its control.

(D) Application of Payments. After acceleration of the Loans, all amounts received by CoBank shall be applied to the amounts owing hereunder, the Supplements, under the Notes, and the other Loan Documents in whatever order and manner as CoBank shall elect.

(E) Regulatory Approvals. Upon any action by CoBank to commence the exercise of remedies hereunder or under the Pledge Agreement, the Borrower hereby undertakes and agrees to cooperate and join with CoBank in any application to the PUC, the FCC, the SEC or any other regulatory body, administrative agency, court or other forum (any such entity, a "Governmental Authority") with respect thereto and to provide such assistance in connection therewith as CoBank may request, including, without limitation, the preparation of filings and appearances of officers and employees of the Borrower before such Governmental Authority, in each case in support of any such application made by CoBank, and the Borrower shall not, directly or indirectly, oppose any such action by CoBank before any such Governmental Authority.

(F) Default Rate. If prior to maturity the Borrower fails to make any payment or investment required to be made under the terms of any Note or Supplement (except to extent the making of such required investment is entirely within the control of CoBank) or

following the occurrence of an Event of Default then, at CoBank's option in each instance, such payment or investment shall accrue interest at 2% per annum in excess of the interest rate otherwise applicable to such Loan until such amount, including interest accrued thereon in accordance with the terms hereof, is paid in full. After maturity, whether by reason of acceleration or otherwise, the unpaid principal balance of the Loan shall automatically accrue interest at 2% per annum in excess of the interest rate otherwise applicable to such Loan. All interest provided for in this Subsection 10 (F) shall be payable on demand and shall be calculated from and including the date such payment or investment was due to but excluding the date paid on the basis of a year consisting of 360 days.

SECTION 11. Complete Agreement, Amendments. The Loan Documents are intended by the parties to be a complete and final expression of their agreement. No amendment, modification, or waiver of any provision of this Agreement or the other Loan Documents, and no consent to any departure by the Borrower herefrom or therefrom, shall be effective unless approved by CoBank and contained in a writing signed by or on behalf of CoBank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event this Agreement is amended or restated, each such amendment or restatement shall be applicable to all Supplements hereto. Each Supplement shall be deemed to incorporate all of the terms and conditions of this Agreement as if fully set forth therein. Without limiting the foregoing, any capitalized term utilized in any Supplement (or in any amendment to this Agreement or Supplement) and not otherwise defined in the Supplement (or amendment) shall have the meaning set forth herein.

SECTION 12. Other Types of Credit. From time to time, CoBank may issue letters of credit or extend other types of credit to or for the account of the Borrower. In the event the parties desire to do so under the terms of this Agreement, such extensions of credit may be set forth in any Supplement and this Agreement shall be applicable thereto.

SECTION 13. Applicable Law. Except to the extent governed by applicable federal law, this Agreement and each Supplement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to choice of law doctrine.

SECTION 14. Notices. All notices hereunder or under any Supplement shall be in writing and shall be deemed to be duly given upon delivery if personally delivered or sent by telegram or facsimile transmission, or 3 days after mailing if sent by express, certified or registered mail, to the parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to CoBank, as follows:	If to the Borrower, as follows:
CoBank, ACB	
900 Circle 75 Parkway	Shenandoah Telecommunications Company
Suite 1400	124 South Main Street
Atlanta, Georgia 30339	P.O. Box 459
Attn: Communications and Energy Banking Group	Edinburg, Virginia 22824
	Attn: Vice President - Finance
Fax No.: (770) 618-3202	Fax No.: (540) 984-8192

SECTION 15. Costs, Expenses and Taxes. To the extent allowed by law, the Borrower agrees to reimburse all reasonable out-of-pocket costs and expenses (including the fees and expenses of counsel retained by CoBank) incurred by CoBank in connection with the origination, negotiation, documentation, administration, collection, and enforcement of this Agreement and the other Loan Documents, including, without limitation, all costs and expenses incurred in perfecting, maintaining, determining the priority of, and releasing any security for the Borrower's obligations to CoBank, and any stamp, intangible, transfer, or like tax payable in connection with this Agreement or any other Loan Document or the recording hereof or thereof.

SECTION 16. Effectiveness and Severability. This Agreement shall continue in effect until all indebtedness and obligations of the Borrower under this Agreement, all Supplements, all Notes and all other Loan Documents shall have been fully and finally paid or satisfied and CoBank has no commitment to extend credit to or for the account of the Borrower under any Supplement. Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof.

SECTION 17. Obligations Absolute. The obligation of the Borrower to make all payments required to be made under this Agreement shall be absolute and unconditional and shall be independent of any action by the PUC or the FCC with respect to rates and/or disallowance of debt.

SECTION 18. Successors and Assigns. This Agreement, each Supplement, and the other Loan Documents shall be binding upon and inure to the benefit of the Borrower and CoBank and their respective successors and assigns, except that the Borrower may not assign or transfer its rights or obligations under this Agreement, any Supplement or any other Loan Document without the prior written consent of CoBank. Without the consent of, but with confirmed notice to, the Borrower, CoBank may (a) sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement, or (b) assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement.

SECTION 19. Counterparts. This Agreement, each Supplement and any other Loan Document may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and shall

be binding upon all parties and their respective permitted successors and assigns, and all of which taken together shall constitute one and the same agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed and attested under seal and delivered, and CoBank has caused this Agreement to be executed and delivered, each by their respective duly authorized officers as of the date first shown above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:_____,
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

[CORPORATE SEAL]

[Signatures continue on next page.]

[Signatures continue from previous page.]

COBANK, ACB

By:_____
John P. Cole, Vice President

EXHIBIT A

COMPLIANCE CERTIFICATE - MLA NO. ML0743

THIS COMPLIANCE CERTIFICATE is given by [Name], [President or chief financial officer] of Shenandoah Telecommunications Company (the "Borrower"), pursuant to Subsection 7(I)(8) of that certain Second Amended and Restated Master Loan Agreement, dated as of November 30, 2004 (the "MLA"), by and between the Borrower and CoBank, ACB.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the MLA.

I hereby certify as follows:

1. I am the [President or chief financial officer] of the Borrower and as such possess the knowledge and authority to certify to the matters set forth in this Compliance Certificate;

2. Attached hereto as Annex A are the [audited/unaudited] [annual/quarterly] financial statements of the Borrower for the fiscal [year/quarter] ended _____, as required by Subsection [7(I)(1)/(2)] of the MLA. The attached consolidated financial statements present fairly in all material respects to the financial condition of the Borrower, during the periods covered thereby and as of the dates thereof, and were prepared on a Consolidated Basis, and all attached financial statements were prepared in accordance with GAAP consistently applied and any system of accounts to which the Borrower is subject (except, in the case of unaudited financial statements, for the omission of footnotes, other schedules and the effect of normal year-end audit adjustments);

3. As of the date of such financial statements, the Borrower is in compliance with the covenants set forth in Subsections 7(J) through (L) of the MLA. Attached hereto as Annex B are calculations which demonstrate the compliance by the Borrower with such covenants;

4. I have reviewed the Loan Documents and the activities of the Borrower and the Subsidiaries during the fiscal [year/quarter] ended _____ in a manner reasonably designed to determine whether there exists a Potential Default or Event of Default under the MLA. As of the date of this Compliance Certificate, to the best of my knowledge on the basis of such review, there exists no condition, event or act which would constitute a Potential Default or Event of Default under the MLA, except as disclosed on Annex C hereto.

IN WITNESS WHEREOF, I have executed this Compliance Certificate as of _____, _____.

_____
[Name], [Title] of Shenandoah Telecommunications Company

Schedule 6(N)

SUBSIDIARIES

Entity	Number of Shares or Other Interests Owned by the Borrower	Percentage of Total Outstanding Shares or Other Interests Owned by the Borrower
NTC Communications, LLC	___	100%
Shenandoah Cable Television Company	3,610	100%
ShenTel Service Company	4,800	100%
Shenandoah Personal Communications Company	18	100%
Shenandoah Valley Leasing Company	1,500	100%
Shenandoah Mobile Company	5,000	100%
Shenandoah Long Distance Company	50	100%
ShenTel Communications Company	1	100%
Shenandoah Network Company	712	100%
Shenandoah Telephone Company	5,000	100%
Shentel Management Company	1	100%
Shentel Converged Services, Inc.	1	100%

Exhibit 10.17

Loan No. ML0743-T3

THIRD SUPPLEMENT
TO THE MASTER LOAN AGREEMENT

THIS THIRD SUPPLEMENT TO THE MASTER LOAN AGREEMENT (this "Third Supplement"), entered into as of November 30, 2004, is between COBANK, ACB ("CoBank") and SHENANDOAH TELECOMMUNICATIONS COMPANY (the "Borrower"), and supplements that certain Second Amended and Restated Master Loan Agreement, dated as of even date herewith, between CoBank and the Borrower (as the same may be amended, modified, supplemented, extended or restated from time to time, the "MLA"). Capitalized terms used and not otherwise defined in this Third Supplement have the meanings assigned to them in the MLA.

SECTION 1. Reducing Revolving Loan Commitment. On the terms and conditions set forth in the MLA and this Third Supplement, CoBank agrees to make one or more advances (collectively, the "Loan") to the Borrower during the period beginning as of the Closing Date (as defined in Section 3 of this Third Supplement) and ending on the Business Day immediately preceding the Maturity Date (as defined herein in this Section) (the "Termination Date") in an aggregate principal amount outstanding at any one time not to exceed $15,000,000 (the "Commitment"). The Commitment will be reduced from time to time as provided in Sections 6 and 8 of this Third Supplement, and will expire at 12:00 noon Eastern time on December 31, 2016 (the "Maturity Date"). Subject to Sections 6 and 8 of this Third Supplement, under the Commitment amounts borrowed and repaid may be reborrowed at any time prior to and including the Termination Date.

SECTION 2. Purpose. The purposes for which advances under the Commitment may be used are (i) to refinance existing debt and other obligations of NTC Communications, LLC ("NTC") of approximately $8,000,000 (collectively, the "Existing Debt") in connection with the purchase by the Borrower or one of its wholly owned subsidiaries of all outstanding membership interests in NTC not currently owned by the Borrower (the "NTC Acquisition"), and (ii) for general corporate purposes of the Borrower and/or its Subsidiaries, including closing costs and fees associated with the Loan. The Borrower agrees that the proceeds of the Loan are to be used only for the purposes set forth in this Section 2.

SECTION 3. Availability. Subject to Section 2 of the MLA, Section 10 of this Third Supplement and the other conditions set forth in the MLA, during the period commencing on the date on which all conditions precedent to the Loan are satisfied (the "Closing Date") and ending on the Termination Date, advances under the Loan will be made as provided in the MLA; provided, however, that with respect to any advance to be subject to a fixed rate option (Subsections 4(A)(2) and 4(A)(3) of this Third Supplement), a request for such advance must be received no later than 12:00 noon Eastern time three Business Days or Banking Days (as defined in Subsection 4(A)(2) of this Third Supplement), as applicable, prior to the day such advance is desired; and provided, further, that the Closing Date must occur on or prior to December 31, 2004.

SECTION 4. Interest.

(A) Rate Options; Etc. The Borrower agrees to pay interest on the unpaid principal balance of the Loan in accordance with one or more of the following interest rate options, as selected by the Borrower:

(1) Variable Rate Option. As to any portion of the unpaid principal balance of the Loan selected by the Borrower (any such portion, and any portion selected pursuant to Subsections 4(A)(2) and 4(A)(3) below, is hereinafter referred to as a "Portion" of the Loan), interest will accrue pursuant to this variable rate option at a variable annual interest rate (the "Variable Rate") equal at all times to the rate of interest established for the Borrower by CoBank in its sole and absolute discretion on the first Business Day of each week. The rate of interest so established by CoBank shall be effective from and including the first Business Day of each week to and excluding the first Business Day of the next week. Each change in the Variable Rate will be applicable to the Portion of the Loan subject to this option and information about the then current Variable Rate shall be made available to the Borrower upon telephonic request.

(2) LIBOR Option. As to any Portion or Portions of the Loan selected by the Borrower, interest shall accrue pursuant to this LIBOR option at a margin (the "LIBOR Margin") equal to the percentage determined from time to time in accordance with Subsection 4(A)(5) of this Third Supplement. Under this option: (i) rates may be fixed for Interest Periods (as hereinafter defined) of one, two, three, or six months, as selected by the

Borrower; (ii) amounts fixed must be in increments of $100,000 or multiples thereof; and (iii) rates may only be fixed on a Banking Day (as hereinafter defined) on three Banking Days' prior written notice; provided, however, that the LIBOR option is not available with respect to new advances during the continuance of any Event of Default. "LIBOR" means the rate (rounded upward to the nearest sixteenth and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) quoted by the British Bankers Association (the "BBA") at 11:00 a.m. London time two Banking Days before the commencement of the Interest Period for the offering of U.S. dollar deposits in the London interbank market for the Interest Period designated by the Company, as published by Bloomberg or another major information vendor listed on BBA's official website. "Banking Day" means a day on which CoBank is open for business, dealings in U.S. dollar deposits are being carried out in the London interbank market, and banks are open for business in New York City and London, England. "Interest Period" means the time period chosen by the Borrower during which the chosen fixed rate is to apply to a Portion of the Loan, which period commences on the day a rate fixed under this Subsection 4(A)(2) or Subsection 4(A)(3) of this Third Supplement becomes effective. The Interest Period for Portions accruing interest at the LIBOR option rate will end on the day in the next calendar month or in the month that is one, two, three, or six months thereafter which corresponds numerically with the day the Interest Period commences; provided, however, that: (a) in the event such ending day is not a Banking Day, such period will be extended to the

next Banking Day unless such next Banking Day falls in the next calendar month, in which case it will end on the preceding Banking Day; and (b) if there is no numerically corresponding day in the month, then such period will end on the last Banking Day in the relevant month. No Interest Period shall extend beyond the Maturity Date. "Eurocurrency Liabilities" has the meaning as set forth in FRB Regulation D. "FRB Regulation D" means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended from time to time.

(3) Quoted Rate Option. As to any Portion or Portions of the Loan selected by the Borrower, interest shall accrue pursuant to this quoted rate option at a fixed annual interest rate (the "Quoted Rate") to be quoted by CoBank in its sole and absolute discretion in each instance. Under this option, the interest rate on such Portion or Portions of the Loan may be fixed for such Interest Periods as may be agreeable to CoBank in its sole and absolute discretion in each instance; provided, however, that (i) such Interest Period shall not extend beyond the Maturity Date and such Interest Period may only expire on a Business Day, (ii) the minimum fixed period shall be 30 days, (iii) amounts fixed must be in increments of $100,000 or multiples thereof, and (iv) the Quoted Rate option is not be available with respect to new advances during the continuance of any Event of Default.

(4) Rate Combinations. Notwithstanding the foregoing, at any one time there may be no more than five Portions of the Loan in the aggregate accruing interest pursuant to any fixed rate option.

(5) Applicable Margin. The LIBOR Margin will be determined based on the Borrower's consolidated Total Leverage Ratio on the last day of each fiscal quarter of the Borrower, as set forth in the following table:

Total Leverage Ratio	LIBOR Margin	LIBOR Margin during any period the Borrower is using CoBank's cash management services
Greater than 1.50:1.00	1.60%	1.50%
Greater than 1.00:1.00 and less than or equal to 1.50:1.00	1.35%	1.25%
Less than or equal to 1.00:1.00	1.10%	1.00%

The LIBOR Margin shall be (i) increased, if warranted, beginning the 5th Business Day following CoBank's receipt of the financial statements required pursuant to Subsections 7(I)(1) and 7(I)(2) of the MLA and the compliance certificate required

pursuant to Subsection 7(I)(8) of the MLA and (ii) decreased, if warranted, beginning the 5th Business Day following CoBank's receipt of such financial statements and compliance certificate and the Borrower's written request to decrease such margin. In the event that (a) an Event of Default occurs or (b) CoBank shall not receive when due such financial statements and compliance certificate, then from such due date and until the 5th Business Day following CoBank's receipt of such overdue financial statements and compliance certificate (and in the event a decrease in the LIBOR Margin is then warranted, receipt of the Borrower's written request to decrease such margin), the LIBOR Margin shall be 1.60% (or 1.50%, if applicable).

(6) Selection and Changes of Rates. The Borrower shall select the rate option or options applicable to the Loan at the time it requests an advance under the Loan. Thereafter, with respect to Portions of the Loan accruing interest at the Variable Rate Option, the Borrower may, on any Business Day, subject to Subsections 4(A)(2), 4(A)(3) and 4(A)(4) of this Third Supplement, elect to have one of the fixed rate options apply to such Portion. In addition, with respect to any Portion of the Loan accruing interest pursuant to a fixed rate option, the Borrower may, subject to Subsections 4(A)(2), 4(A)(3) and 4(A)(4) of this Third Supplement, on the last day of the Interest Period for such Portion, elect to fix the interest rate accruing on such Portion for another Interest Period pursuant to one of the fixed rate options. From time to time the Borrower may elect, on a Business Day prior to the expiration of the Interest Period for any Portion of the Loan accruing interest pursuant to a fixed rate option, and upon payment of the applicable Surcharge (as defined in, and calculated pursuant to, Section 7 of this Third Supplement) to convert all, but not part, of such Portion of the Loan so that it accrues interest at the Variable Rate option or a combination of the Variable Rate option and a fixed rate option, for a new Interest Period or Interest Periods selected in accordance with Subsections 4(A)(2), 4(A)(3) or 4(A)(4) of this Third Supplement. Except for the initial selection, all interest rate selections provided for herein shall be made by electronic (if applicable), telephonic or written request of an authorized employee of the Borrower and must be received by CoBank by 12:00 noon, Eastern time, on the relevant day. In taking actions upon telephonic requests, CoBank shall be entitled to rely on (and shall incur no liability to the Borrower in acting upon) any request made by a person identifying himself or herself as one of the persons authorized by the Borrower to select interest rates hereunder; provided, however, that in the case of LIBOR rate loans, all such selections must be confirmed in writing upon CoBank's request. Notwithstanding the foregoing, rates may not be fixed in such a manner as to cause the Borrower to have to break any fixed rate balance in order to pay any installment of principal.

(7) Accrual of Interest. Interest shall accrue pursuant to the fixed rate options from and including the first day of the applicable Interest Period to but excluding the last day of the Interest Period. If the Borrower elects to refix the interest rate on any Portion of the Loan accruing interest pursuant to one of the fixed rate options pursuant to Subsection 4(A)(6) of this Third Supplement, the first day of the new Interest Period shall be the last day of the preceding Interest Period. In the absence of any such election, interest shall accrue on such Portion at the Variable Rate Option from and including the

last day of such Interest Period. If the Borrower elects to convert from a fixed rate option to the Variable Rate Option pursuant to Subsection 4(A)(6) of this Third Supplement upon payment of the applicable Surcharge as provided in Section 7 of this Third Supplement, interest at the applicable fixed rate shall accrue through the day before such conversion and interest at the Variable Rate Option shall accrue on the Portion of the Loan so converted from and including the date of conversion.

(B) Payment and Calculation. The Borrower shall pay interest on the Loan (i) monthly in arrears on the 20th day of the following month (or on such other day in such month as CoBank shall require in a written notice to the Borrower); provided, however, in the event the Borrower elects to fix all or a portion of the indebtedness outstanding under the LIBOR interest rate option above, at CoBank's option upon written notice to the Borrower, interest shall be payable at the maturity of the Interest Period and if the LIBOR interest rate fix is for a period longer than 3 months, interest on that Portion shall be payable quarterly in arrears on each three-month anniversary of the commencement date of such Interest Period, and at maturity of such Interest Period, (ii) upon any prepayment (whether due to acceleration or otherwise) and (iii) on the Maturity Date. Interest shall be calculated on the actual number of days the Loan, or any part thereof, is outstanding on the basis of a year consisting of 360 days or 365 days in the case of any Portion accruing interest at the Variable Rate Option. In calculating accrued interest, the date the Loan is made shall be included and the date any principal amount of the Loan is repaid or prepaid shall be excluded as to such amount.

SECTION 5. Fees.

(A) Loan Origination Fee. In consideration of the Commitment, the Borrower agrees to pay to CoBank on the Closing Date a non-refundable origination fee in the amount of $37,500.

(B) Commitment Fee. In consideration of the Commitment, the Borrower agrees to pay to CoBank a commitment fee on the average daily unused portion of the Commitment at the rate of 0.375% per annum (the rate will be 0.25% per annum during any period the Borrower is using CoBank's cash management services), payable quarterly in arrears by the 20th day of the month following each calendar quarter, or such other day as CoBank may require in a written notice to the Borrower. Such fee is payable for each quarter (or portion thereof) occurring during the original or any extended term of the Commitment.

SECTION 6. Reductions of Commitment; Repayments of the Loan.

(A) Scheduled Reductions of the Commitment. Commencing on March 31, 2005, and on each June 30, September 30, December 31 and March 31 occurring thereafter through December 31, 2016, the Commitment shall be permanently reduced on each such date (each such reduction, a "Commitment Reduction") in the amount of $312,500 (such reductions shall be cumulative and subject to modification pursuant to Section 8 of this Third Supplement). At the time of each Commitment reduction provided for in this Section 6, the Borrower shall repay the Loan in an amount sufficient to reduce the aggregate principal balance of the Loan then outstanding to the amount of the Commitment as so reduced. If not sooner required to be repaid,

all advances under the Loan and all other amounts due and owing hereunder and under the other Loan Documents relating to the Loan shall be due and payable on the Maturity Date. All repayments made pursuant to this Section 6 shall be applied to such portions of the Loan as the Borrower shall direct in writing or, in the absence of such direction, as the Borrower and CoBank shall agree. At the time of each repayment pursuant to this Section 6, the Borrower shall pay all accrued and unpaid interest on the amount repaid, and any Surcharge due pursuant to Section 7 of this Third Supplement in connection with such payment.

(B) Repayments from Insurance Proceeds. If an Event of Default with respect to Section 7(J), (K) or (L) of the MLA has occurred and is continuing or is anticipated to occur within the next twelve (12) months after taking into account on a pro forma basis the proposed use of all Net Insurance Proceeds (as hereinafter defined in this Subsection 6(B)) received by the Borrower during any fiscal year in excess of $1,000,000 (and the Borrower hereby covenants to cause such Net Insurance Proceeds to be used as so proposed), the Borrower shall repay the Loan in an amount equal to the amount of such Net Insurance Proceeds which are not reinvested in equipment or other assets that are used or useful in the business of the Borrower within 180 days of receipt by the Borrower of such Net Insurance Proceeds. All such repayments shall be applied in accordance with Subsection 6(D) of this Third Supplement.

"Net Insurance Proceeds" means cash proceeds received by the Borrower or any Pledged Subsidiary from any insurer under any casualty insurance policy, business interruption policy or similar insurance policy with respect to any loss, damage or destruction of any asset or property owned by it, net of (i) the costs of recovery of such insurance proceeds and (ii) amounts applied to repayment of Indebtedness (other than to CoBank) secured by a lien on the related asset or property.

(C) Repayments from Asset Dispositions. The Borrower shall repay the Loan within 180 days of receipt by the Borrower or any Pledged Subsidiary of Net Proceeds (as hereinafter defined in this Subsection 6(C)) from any Asset Disposition (as hereinafter defined in this Subsection 6(C)) in an amount equal to such Net Proceeds, unless such Net Proceeds have been reinvested in equipment or other assets that are used or useful in the business of the Borrower or its Pledged Subsidiaries within such 180-day period. All such repayments shall be applied in accordance with Subsection 6(D) of this Third Supplement.

"Asset Disposition" means the disposition, whether by sale, lease, transfer, or otherwise (other than as a result of loss, damage or destruction), by the Borrower, of any or all of its assets, other than (a) bona fide sales of inventory to customers for fair value in the ordinary course of business, (b) dispositions of obsolete equipment not used or useful in the business of the Borrower or its Pledged Subsidiaries, (c) sales of Investments for fair value; and (d) dispositions of assets for which the aggregate market value of assets sold in any one transaction or series of related transactions for any calendar year does not exceed $1,000,000 for the Borrower and its Pledged Subsidiaries.

"Net Proceeds" means cash proceeds (other than insurance proceeds) received by the Borrower or any Pledged Subsidiary from any Asset Disposition (including payments under

notes or other debt securities received in connection with any Asset Disposition), net of (i) the costs of such sale, lease, transfer or other disposition (including taxes attributable to such sale, lease or transfer) and (ii) amounts applied to repayment of Indebtedness (other than to CoBank) secured by a lien on the asset or property disposed.

(D) Application of Mandatory Repayments; Related Interest and Surcharge Payments. All mandatory repayments made pursuant to Subsections 6(B) and 6(C) of this Third Supplement shall be applied to the remaining Commitment Reductions in the inverse order of their maturity (such that the Commitment may terminate prior to the Maturity Date) and to such portions of the Loan as the Borrower shall direct in writing or, in the absence of such direction, as the Borrower and CoBank shall agree. At the time of each such mandatory repayment, the Borrower shall pay all accrued and unpaid interest on the amount repaid and any Surcharge due pursuant to Section 7 of this Third Supplement in connection with such payment. As between mandatory repayments required pursuant to this Section 6 and Section 6 of that certain Term Supplement, dated as of June 22, 2001, between CoBank and the Borrower (CoBank Loan No. ML0743-T2), the Borrower shall first make mandatory repayments under this Section 6.

SECTION 7. Prepayment and Surcharge. The Borrower may, on three Business Day's prior written notice, prepay in full or in part, in minimum amounts of $100,000, any portion of the Loan. Notwithstanding the foregoing, the Borrower's right to pay any portion of the Loan subject to a fixed rate option (whether such payment is made voluntarily, as a result of an acceleration, mandatory repayment or scheduled repayment or otherwise, including for purposes of this Section 7 any conversion under Subsection 4(A)(6) of this Third Supplement) shall be conditioned upon the payment of, on the date of such prepayment (or conversion), a surcharge ("Surcharge"), determined and calculated as follows:

(A) Determine the difference between: (i) the rate estimated by CoBank on the date the rate was originally fixed to be its cost to fund the Loan in the manner set forth in its then current methodology; minus (ii) the rate estimated by CoBank on the date the Surcharge is calculated to be its cost, less dealer concessions and other issuance costs, to fund a new fixed rate loan in accordance with its then current methodology having the same fixed rate period and repayment characteristics as the balance being repaid. If such difference is negative, then for purposes of the remaining calculations, such difference shall be deemed to be zero.

(B) Divide the result determined in (A) above by the number of times interest is payable during the year.

(C) For each interest payment period (or portion thereof) during which interest was scheduled to accrue at the fixed rate, multiply the amount determined in (B) above by the principal balance scheduled to have been outstanding during such period (such that there is a calculation for each interest payment period during which the amount repaid was scheduled to have been outstanding at the fixed rate).

(D) Determine the present value of each calculation made under (C) above based upon the scheduled time that interest on the amount repaid would have been payable and a discount rate equal to the rate set forth in (A)(ii) above.

(E) Add all of the calculations made under (D) above. The result is the Surcharge.

SECTION 8. Voluntary Reduction of Commitment. The Borrower has the right, from to time upon at least three Business Days' prior notice, to permanently reduce the Commitment in increments of $1,000,000. Each reduction will be applied to reduce pro rata the then remaining Commitment Reductions. No Commitment reduction under this Section 8 will be permitted if, after giving effect to such reduction and any simultaneous payment to CoBank, the aggregate outstanding principal amount of the Loan would exceed the Commitment as so reduced.

SECTION 9. Security. The Loan is secured by the Second Amended and Restated Pledge Agreement, dated as of even date herewith, between the Borrower and CoBank (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Pledge Agreement") and the Membership Interests Pledge Agreements, each dated as of even date herewith, between the Borrower and CoBank and Shentel Converged Services, Inc. ("Converged") and CoBank (as the same may be amended, modified, supplemented, extended or restated from time to time, collectively, the "LLC Pledge Agreements"), pursuant to which each of the Borrower and Convergent has granted to CoBank a first-priority lien and security interest in all of its now owned or hereafter acquired capital stock or other voting securities in NTC.

SECTION 10. Additional Conditions Precedent. In addition to the conditions precedent set forth in the MLA, CoBank's obligation to make any advance under the Loan, including the initial advance, is subject to the satisfaction of each of the following conditions precedent on or before the date of such advance:

(A) No Material Adverse Change. That from December 31, 2003 to the date of such advance, there has not occurred any event which has had or could reasonably be expected to have a Material Adverse Effect on the Borrower or any of its subsidiaries;

(B) Closing Certificate. That CoBank receive on the date of the initial advance a certificate, in the form of Exhibit A attached hereto, from the President of the Borrower as to, among other things, the continuing truth and accuracy of the representations and warranties of each of the Borrower and its Subsidiaries under the Loan Documents to which it is a party and the satisfaction of each of the conditions applicable to the making of the initial advance;

(C) Consummation of NTC Acquisition. That CoBank receive evidence satisfactory to it that the NTC Acquisition has closed on terms substantially similar to those set forth in that certain Interest Purchase Agreement, dated as of November 30, 2004, among Converged, NTC and the other interest holders named therein; and

(D) Pledge of NTC Interests. That CoBank receive a first-priority, perfected pledge, satisfactory to CoBank in all respects, of all membership interests of the Borrower and Converged in NTC, pursuant to the LLC Pledge Agreements.

[Signatures commence on following page.]

IN WITNESS WHEREOF, the parties have caused this Third Supplement to be executed by their duly authorized officers as of the date shown above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:_____
Name:_____
Title:_____

[Signatures continue on next page.]

[Signatures continue from previous page.]

CoBANK, ACB

By:_____
John P. Cole, Vice President

EXHIBIT A

CLOSING CERTIFICATE -- LOAN NO. ML0743-T3

THIS CLOSING CERTIFICATE is given by _____, President of SHENANDOAH TELECOMMUNICATIONS COMPANY (the "Borrower"), pursuant to Section 5(C) of that certain Master Loan Agreement, dated as of November 30, 2004 (the "MLA"), and pursuant to Section 10(B) of that certain Third Supplement to the MLA, dated as of November 30, 2004 (the "Third Supplement"), each between CoBank, ACB ("CoBank") and the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the MLA and in the Third Supplement.

The undersigned hereby certifies as follows:

1. I am the President of the Borrower and as such possess the knowledge and authority to certify to the matters herein set forth, and the matters herein set forth are true and accurate to the best of my present knowledge, information and belief after due inquiry;

2. Since December 31, 2003, no event has occurred which has had or could have a Material Adverse Effect on any of the Borrower or its subsidiaries;

3. All representations and warranties of each of the Borrower and its subsidiaries contained in the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof;

4. No Potential Default or Event of Default exists as of the date hereof or will result from the making of the initial advance with respect to which this Certificate is delivered; and

5. Each of the conditions specified in Section 5 of the MLA and in Section 10 of the Third Supplement required to be satisfied on or prior to the date of the making of the initial advance under the Loan has been fulfilled as of the date hereof.

IN WITNESS WHEREOF, I have executed this Advance Certificate as of _____.

_____
President,
Shenandoah Telecommunications Company

Exhibit 10.18

Loan No. ML0743-T2

SECOND AMENDMENT TO TERM SUPPLEMENT

This SECOND AMENDMENT TO TERM SUPPLEMENT (this "Amendment"), dated as of November 30, 2004, is entered into between SHENANDOAH TELECOMMUNICATIONS COMPANY (the "Borrower") and COBANK, ACB ("CoBank").

RECITALS

WHEREAS, CoBank and the Borrower are parties to that certain Term Supplement, dated as of June 22, 2001, as amended by that certain First Amendment to Term Supplement, dated as of September 1, 2001 (as so amended, the "Supplement");

WHEREAS, the Borrower and CoBank desire to enter into this Amendment to amend certain provisions of the Supplement; and

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO SUPPLEMENT

The Borrower and CoBank hereby agree that the Supplement be, and it hereby is, amended as follows:

1.1 General. Upon and after the date hereof, all references to the Supplement in any Loan Document (as defined in the Second Amended and Restated Master Loan Agreement, dated as of November 30, 2004, between the Borrower and CoBank) shall mean the Supplement as amended hereby. Except as expressly provided herein, the execution and delivery of this Amendment do not and will not amend, modify or supplement any provision of, or constitute a consent to or a waiver of any noncompliance with the provisions of, the Supplement, and, except as specifically provided in this Amendment, the Supplement shall remain in full force and effect and is hereby ratified and confirmed.

1.2 Amendment to Subsection 6(C) of the Supplement. Subsection 6(C) of the Supplement is amended and restated in its entirety, as follows:

> "(C) Repayments from Asset Dispositions. The Borrower shall repay the Loan within 180 days of receipt by the Borrower or any Pledged Subsidiary of Net Proceeds (as hereinafter defined in this Subsection 6(C)) from any Asset Disposition (as hereinafter defined in this Subsection 6(C)), the Borrower shall repay the Loan in an amount equal to such Net Proceeds, unless such Net Proceeds have been reinvested in equipment or other assets that are used or useful in the business of the Borrower or its

> Pledged Subsidiaries within such 180-day period. All such repayments shall be applied in accordance with Subsection 6(D) of this Supplement.
>
> "Asset Disposition" means the disposition, whether by sale, lease, transfer, or otherwise (other than as a result of loss, damage or destruction), by the Borrower, of any or all of its assets, other than (a) bona fide sales of inventory to customers for fair value in the ordinary course of business, (b) dispositions of obsolete equipment not used or useful in the business of such Borrower, (c) sales of Investments for fair value; and (d) dispositions of assets for which the aggregate market value of assets sold in any one transaction or series of related transactions for any calendar year does not exceed $1,000,000 for the Borrower and its Pledged Subsidiaries.
>
> "Net Proceeds" means cash proceeds (other than insurance proceeds) received by the Borrower or any Pledged Subsidiary from any Asset Disposition (including payments under notes or other debt securities received in connection with any Asset Disposition), net of (i) the costs of such sale, lease, transfer or other disposition (including taxes attributable to such sale, lease or transfer) and (ii) amounts applied to repayment of Indebtedness (other than to CoBank) secured by a lien on the asset or property disposed."

SECTION 2. MISCELLANEOUS

2.1 Counterparts. This Amendment may be executed by each party to this Amendment upon a separate copy, and in such case one counterpart of this amendment shall consist of enough of such copies to reflect the signature of all of the parties to this Amendment. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or its terms to produce or account for more than one of such counterparts.

2.2 Construction. This Amendment is a Loan Document and shall be construed, administered and applied in accordance with all of the terms and provisions of the Loan Agreement.

2.3 Governing Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts or choice of law principles thereof.

2.4 Successors and Assigns. This amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:_____

Title:_____

[Signatures Continue on Next Page]

[Signatures Continued from Previous Page]

COBANK, ACB

By: _____
John P. Cole
Vice President

Exhibit 10.19

SECOND AMENDED AND RESTATED PLEDGE AGREEMENT

Dated as of November 30, 2004

By and Between

CoBank, ACB

and

Shenandoah Telecommunications Company

Table of Contents

Loan No. ML0743

SECOND AMENDED AND RESTATED PLEDGE AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AGREEMENT (this "Pledge Agreement") is made as of November 30, 2004, by and between SHENANDOAH TELECOMMUNICATIONS COMPANY, as pledgor (the "Pledgor"), and COBANK, ACB, as pledgee ("CoBank").

R E C I T A L S:

WHEREAS, CoBank and the Pledgor have entered into that certain Second Amended and Restated Master Loan Agreement, dated of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "MLA"), that certain Term Supplement, dated as of June 22, 2001 (as the same may be amended, supplemented, extended or restated from time to time, the "Term Supplement") providing for a term loan of $45,965,690 (the "Term Loan"), and that certain Third Supplement to the Master Loan Agreement, dated as of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "Third Supplement") providing for a reducing revolving line of credit of up to $15,000,000 (the "Revolving Loan"); and

WHEREAS, as an inducement to CoBank to execute the Third Supplement and to make the Revolving Loan, the Pledgor has agreed to amend and restate the existing amended and restated pledge agreement (the "Original Pledge Agreement"), dated as of June 22, 2001, between CoBank and the Pledgor; and

WHEREAS, to secure the Pledgor's obligations to CoBank under the MLA (as such obligations relate to the Term Supplement and the Third Supplement), the Term Supplement and the Third Supplement, the Pledgor has agreed to pledge to CoBank the hereinafter defined Pledged Collateral on the terms and conditions set forth in this Pledge Agreement;

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the Pledgor and CoBank hereby amend and restate the Original Pledge Agreement in its entirety as follows:

SECTION 1. Definitions. Capitalized terms used in this Pledge Agreement, unless otherwise defined herein, shall have the meanings assigned to them in the MLA.

SECTION 2. Pledge. To secure the payment and performance of the Secured Obligations (as hereinafter defined), the Pledgor hereby pledges, hypothecates, assigns, transfers, sets over and delivers unto CoBank, and grants to CoBank a lien upon and a security interest in (a) all capital stock of Shenandoah Telephone Company, Shenandoah Cable Television Company, ShenTel Service Company, Shenandoah Personal Communications Company,

Shenandoah Valley Leasing Company, Shenandoah Mobile Company, Shenandoah Long Distance Company, Shenandoah Network Company, Shentel Management Company, Shentel Converged Services, Inc. and ShenTel Communications Company now owned or hereafter acquired by the Pledgor, and any other corporation of which the Pledgor now owns or hereafter acquires fifty percent (50%) or more of the issued and outstanding capital stock (all such corporations, collectively, the "Pledged Subsidiaries") and (b) any cash, additional shares or securities or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in liquidation of, any and all such stock, together with the proceeds thereof (all such shares, capital stock, securities, cash, property and other proceeds thereof, collectively, the "Pledged Collateral"). Notwithstanding the foregoing, if at any time the Pledgor demonstrates to CoBank on a pro forma basis, taking into consideration the acquisition of any Pledged Subsidiary hereafter acquired by the Pledgor, that the Pledgor will achieve and maintain for the then remaining life of the Loans (i) a Total Leverage Ratio (as determined in accordance with Section 7 of the MLA) less than or equal to 2.5:1.0 and (ii) an Equity to Total Assets Ratio (as determined in accordance with Section 7 of the MLA) greater than or equal to 35.0%, and the remaining life of the all Loans then outstanding is less than 7 years, CoBank shall release the lien and security interest granted herein in such shares, capital stock, securities, cash, property and other proceeds thereof of such Pledged Subsidiary. Upon a determination by CoBank to grant such a request, for purposes of this Pledge Agreement such entity shall no longer be considered a Pledged Subsidiary, all such shares, capital stock, securities, cash, property and other proceeds shall no longer be considered part of the Pledged Collateral, and CoBank shall deliver to the Pledgor UCC termination statements and any other documents reasonably requested by the Pledgor to evidence such release.

The Pledgor shall promptly deliver to CoBank (i) all certificates or other instruments representing any securities now or hereafter included in the Pledged Collateral (the "Pledged Securities"), accompanied by duly executed stock powers in blank and by such other instruments or documents as CoBank or its counsel may reasonably request and (ii) all other property now or hereafter comprising part of the Pledged Collateral, accompanied by proper instruments of assignment duly executed by the Pledgor and by such other instruments or documents as CoBank or its counsel may reasonably request. Each delivery of certificates for such Pledged Securities shall be accompanied by a schedule showing the number of shares and the numbers of the certificates therefor, theretofore and then being pledged hereunder, which schedules shall be attached hereto as Schedule 1 and made a part hereof. Each schedule so delivered shall supersede any prior schedules so delivered.

TO HAVE AND TO HOLD the Pledged Collateral, together with all rights, titles, interests, powers, privileges and preferences pertaining or incidental thereto, unto CoBank, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

The lien and security interest granted hereunder shall secure the following obligations on a pro rata basis (the "Secured Obligations"): (i) the payment and performance of all obligations of the Pledgor under the MLA (as such obligations relate to the Term Supplement and the Third Supplement), the Term Supplement and the Third Supplement, any related Notes and other Loan Documents executed in connection therewith, and (ii) the payment of all other indebtedness and the performance of all other obligations of the Pledgor to CoBank under any future supplement which by its terms provides that the loan or other extension of credit described therein shall be secured by a lien and security interest in the Pledged Collateral pursuant to this Pledge Agreement.

SECTION 3. Representations, Warranties and Covenants. The Pledgor hereby represents, warrants and covenants that it is the registered and beneficial owner of the shares and percentage of the issued and outstanding capital stock of each of the Pledged Subsidiaries set forth on Schedule 1 hereto; that, except for security interests granted to CoBank the Pledgor is the legal, equitable and beneficial owner of the Pledged Collateral, holds the same free and clear of all liens, charges, encumbrances, security interests, warrants, options, rights to purchase, rights of first refusal and other interests of any kind or nature of any person other than CoBank and will make no voluntary assignment, pledge, mortgage, hypothecation or transfer of the Pledged Collateral (except as may be permitted under this Pledge Agreement with respect to cash dividends); that the issued and outstanding capital stock of each of the Pledged Subsidiaries included in the Pledged Collateral has been duly authorized and is validly issued, fully paid and non-assessable; that the Pledgor has good right and legal authority to pledge the Pledged Collateral in the manner hereby done or contemplated and will defend its title thereto against the claims of all persons whomsoever; that the execution and delivery of this Pledge Agreement, and the performance of its terms, will not result in any violation of any provision of the Pledgor's articles of incorporation or bylaws, or violate or constitute a default under the terms of any agreement, indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to the Pledgor or any of the Pledgor's property; that no approval, consent or authorization of any governmental or regulatory authority which has not heretofore been obtained is necessary for the execution or delivery by the Pledgor of this Pledge Agreement or for the performance by the Pledgor of any of the terms or conditions hereof or thereof; and that this Pledge Agreement is effective to vest in CoBank the rights of the Pledgor in the Pledged Collateral as set forth herein.

SECTION 4. Additional Shares of Capital Stock; Transfer. Without the prior written consent of CoBank, which consent shall not be unreasonably withheld, the Pledgor will not (a) consent to or approve of the issuance of any additional shares of any class of capital stock by any of the Pledged Subsidiaries (other than issuances of any such shares to the Pledgor, which shares shall be subject to the lien and security interest granted herein as provided in Section 1) or to any options, subscription rights, warrants or other instruments in respect thereof, (b) consent to or approve of the establishment of any additional class or classes of capital stock by any of the Pledged Subsidiaries or the issuance of any shares thereunder, (c) consent to or approve of any

merger, consolidation, reorganization or any sale or lease of substantially all the assets of any of the Pledged Subsidiaries, or (d) consent to or approve the repurchase or redemption by any of the Pledged Subsidiaries of any of its capital stock.

SECTION 5. Voting Rights; Dividends; Etc.

(A) In the absence of the occurrence of an Event of Default. In the absence of the occurrence and continuation of an Event of Default (as defined in Section 8):

(i) The Pledgor shall be entitled to exercise any and all voting and/or consensual rights and powers accruing to an owner of the Pledged Securities or any part thereof for any purpose not inconsistent with the terms of this Pledge Agreement (including Section 4) or any agreement giving rise to any of the Secured Obligations; provided, subject to clause (iii) hereof, that the Pledgor shall not exercise, or refrain from exercising, any such right or power if any such action would have a material adverse effect on the value of such Pledged Securities or any part thereof;

(ii) The Pledgor shall have the right to receive cash dividends declared and paid with respect to the Pledged Securities. CoBank agrees that all such permitted cash dividends shall be received by the Pledgor free and clear of the security interests granted to CoBank hereunder.

(iii) Any and all stock and/or liquidating dividends, other distributions in property, return of capital or other distributions made on or in respect of Pledged Securities, whether resulting from an increase or reduction of capital, a subdivision, combination or reclassification of outstanding capital stock of any corporation, capital stock of which is pledged hereunder, or received in exchange for Pledged Securities or any part thereof or as a result of any merger, consolidation, acquisition, spin-off, split-off or options, warrants, or rights, whether as an addition to, or in substitution or in exchange for, any of the Pledged Collateral, or otherwise, or dividends, distributions, or other exchange of assets on the liquidation, whether voluntary or involuntary, of any issuer of the Pledged Securities, or otherwise, shall be and become part of the Pledged Collateral pledged hereunder and, if received by the Pledgor, then the Pledgor shall accept the same as CoBank's agent, in trust for CoBank, and shall deliver them forthwith to CoBank in the exact form received with, as applicable, the Pledgor's endorsement when necessary, or appropriate stock powers duly executed in blank, to be held by CoBank, subject to the terms hereof, as part of the Pledged Collateral; and

(iv) CoBank shall promptly execute and deliver to the Pledgor, or cause to be executed and delivered to the Pledgor, as appropriate, all such proxies, powers of attorney, dividend orders and other instruments as the Pledgor reasonably may request for the purpose of enabling the Pledgor to exercise the voting and/or consensual rights and powers which the Pledgor is entitled to exercise pursuant to paragraph (A)(i) above.

(B) Upon Default. Upon the occurrence of an Event of Default, all rights of the Pledgor to exercise the voting and/or consensual rights and powers which the Pledgor is entitled to exercise pursuant to paragraph (A)(i) above shall become vested in CoBank upon one day's prior written notice to the Pledgor, subject to all notification and approval requirements set forth in Section 20, which shall have the sole and exclusive right and authority to exercise such voting and/or consensual rights and powers which the Pledgor shall otherwise be entitled to exercise pursuant to paragraph (A)(i) above. Upon the occurrence of an Event of Default, all dividends otherwise payable to the Pledgor in respect of the Pledged Securities shall be delivered to CoBank as additional security hereunder or applied toward satisfaction of the Secured Obligations.

SECTION 6. Remedies upon Default. If an Event of Default shall have occurred and be continuing, CoBank may sell, assign, transfer, endorse and deliver the whole or, from time to time, any part of the Pledged Collateral at public or private sale or disposition or on any securities exchange, for cash, upon credit or for other property, for immediate or future delivery, and for such prices and on such terms as CoBank in its discretion shall deem appropriate. CoBank shall be authorized at any sale or disposition (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Pledged Collateral for their own account in compliance with all applicable federal and state securities laws, and upon consummation of any such sale or disposition CoBank shall have the right to assign, transfer, endorse and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any such sale or disposition shall hold the property sold absolutely free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay and/or appraisal which the Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. CoBank shall give the Pledgor ten (10) days' written notice (which the Pledgor agrees is reasonable notification within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the Commonwealth of Virginia) of CoBank's intention to make any such public or private sale or sales or dispositions on any such securities exchange. Such notice, in case of public sale or disposition, shall state the time and place for such sale or disposition, and, in the case of sale on a securities exchange, shall state the exchange at which such sale or disposition is to be made and the day on which the Pledged Collateral, or portion thereof, will first be offered for sale or disposition at such exchange. Any such public sale or disposition shall be held at such time or times within ordinary business hours and at such

place or places as CoBank may fix and shall state in the notice or publication (if any) of such sale or disposition.

At any such sale or disposition, the Pledged Collateral, or portion thereof to be sold or disposed, may be sold or disposed in one lot as an entirety or in separate portions, as CoBank in its sole discretion may determine. CoBank shall not be obligated to make any sale or disposition of the Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of the Pledged Collateral may have been given. At any public sale or disposition made pursuant to this Pledge Agreement, CoBank may bid for or purchase, free from any right of redemption, stay and/or appraisal on the part of the Pledgor (all said rights being also hereby waived and released to the extent permitted by law), any part of or all the Pledged Collateral offered for sale or disposition and may make payment on account thereof by crediting against the purchase price amounts to which the proceeds of any sale or disposition are to be applied as provided in Section 9 of this Pledge Agreement, and CoBank may, upon compliance with the terms of sale or disposition, hold, retain and dispose of such property without further accountability to the Pledgor therefor. For purposes hereof, a written agreement to purchase all or any part of the Pledged Collateral shall be treated as a sale or disposition thereof; to the extent permitted by law, CoBank shall be free to carry out such sale or disposition pursuant to such agreement and the Pledgor shall not be entitled to the return of any Pledged Collateral subject thereto, notwithstanding the fact that after CoBank shall have entered into such an agreement all Events of Default may have been remedied or the Secured Obligations may have been paid in full. As an alternative to exercising the power of sale or disposition herein conferred upon it, CoBank may proceed by suit or suits at law or in equity to foreclose this Pledge Agreement and may sell or dispose of the Pledged Collateral or any portion thereof pursuant to judgment or decree of a court or courts having competent jurisdiction. Any sale or disposition pursuant to this Section 6 shall be deemed to conform to commercially reasonable standards as provided in Section 9-610 of the Uniform Commercial Code as in effect in the Commonwealth of Virginia if conducted in conformity with reasonable commercial practices of asset-based lenders disposing of similar property.

SECTION 7. CoBank Appointed Attorney-in-Fact. The Pledgor hereby constitutes and appoints CoBank during the term of any of the Secured Obligations the attorney-in-fact of the Pledgor which appointment is irrevocable and shall be an agency coupled with an interest. This power of attorney is for the purpose, upon the occurrence and during the continuance of an Event of Default, of carrying out the provisions of this Pledge Agreement and taking any action and executing any instrument which CoBank may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, CoBank shall have the right, after the occurrence and during the continuance of an Event of Default, with full power of substitution either in CoBank's name or in the name of the Pledgor, to ask for, demand, sue for, collect, receive, receipt and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral, to endorse checks, drafts, orders and other instruments for the payment of money payable to the Pledgor, representing any interest or dividend or other

distribution payable in respect of the Pledged Collateral or any part thereof or on account thereof and to give full discharge for the same, to settle, compromise, prosecute, or defend any action, claim or proceeding with respect thereto, and to sell, assign, endorse, pledge, transfer and make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be construed as requiring or obligating CoBank to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by CoBank or omitted to be taken with respect to the Pledged Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Pledgor or to any claim or action against CoBank.

SECTION 8. Event of Default. For purposes of this Pledge Agreement, an "Event of Default" shall exist hereunder upon the happening of any of the following events:

(i) any Event of Default under the MLA; or

(ii) the Pledgor shall default in the performance or observance of any provision of this Pledge Agreement other than clause (c) of Section 4 and shall fail to commence and diligently pursue action to remedy such default within five days after written notice thereof shall have been delivered by CoBank to the Pledgor or such default is not remedied within 30 days after receipt by the Pledgor of such notice; or

(iii) the Pledgor shall default in the performance or observance of clause (c) of Section 4 of this Pledge Agreement and shall fail to commence and diligently pursue action to remedy such default within ten days after written notice thereof shall have been delivered by CoBank to the Pledgor or such default is not remedied within 60 days after receipt by the Pledgor of such notice; or

(iv) the Pledgor from and after the date hereof shall, or shall attempt to, encumber, subject to any further pledge or security interest, sell, transfer or otherwise dispose of any of the Pledged Collateral or any interest therein except as otherwise permitted herein or in any other Loan Document, or any of the Pledged Collateral shall be attached or levied upon or seized in any legal proceedings, or held by virtue of any lien; or

(v) this Pledge Agreement shall not or shall no longer be effective in granting to CoBank a first-priority perfected lien on the Pledged Collateral.

SECTION 9. Application of Proceeds of Sale and Cash. The proceeds of any sale of the whole or any part of the Pledged Collateral, together with any other moneys held by CoBank under the provisions of this Pledge Agreement, shall be applied by CoBank as follows:

First: to the payment of all reasonable costs and expenses incurred by CoBank in connection herewith, including but not limited to, all court costs and the fees and disbursements of counsel for CoBank in connection herewith, and to the repayment of all advances made by CoBank hereunder for the account of the Pledgor, and the payment of all reasonable costs and expenses paid or incurred by CoBank in connection with the exercise of any right or remedy hereunder; and

Second: to the payment in full of the Secured Obligations.

Any amounts remaining after such application shall be promptly remitted to the Pledgor, its successors, legal representatives or assigns, or as otherwise provided by law.

SECTION 10. Further Assurances. The Pledgor agrees that it will join with CoBank in executing and will file or record such notices, financing statements or other documents as may be necessary to the perfection of the security interest of CoBank hereunder, and as CoBank or its counsel may reasonably request, such instruments to be in form and substance satisfactory to CoBank and its counsel, and that the Pledgor will do such further acts and things and execute and deliver to CoBank such additional conveyances, assignments, agreements and instruments as CoBank may at any time reasonably request in connection with the administration and enforcement of this Pledge Agreement or relative to the Pledged Collateral or any part thereof or in order to assure and confirm unto CoBank its rights, powers and remedies hereunder.

SECTION 11. No Waiver; Election of Remedies. No course of dealing between the Pledgor and CoBank or failure on the part of CoBank to exercise, and no delay on its part in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or the further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder or under the MLA are cumulative and in addition to and are not exclusive of any other remedies provided by law. No enforcement of any remedy shall constitute an election of remedies.

SECTION 12. Governing Law; Amendments. Except to the extent governed by applicable federal law, this Pledge Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to choice of law doctrine. This Pledge Agreement may not be amended or modified nor may any of the Pledged Collateral be released, except in writing signed by the parties hereto.

SECTION 13. Binding Agreement; Assignment. Binding Agreement; Assignment. This Pledge Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of CoBank and to all holders of the indebtedness secured hereby and their respective successors and assigns and to the Pledgor and its successors, legal representatives and assigns, except that the Pledgor shall not be permitted to assign this Pledge Agreement or any interest herein or in the Pledged Collateral, or any part thereof, or any cash or property held by CoBank as collateral under this Pledge Agreement. No notice to or demand on the Pledgor shall entitle the Pledgor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 14. Notices. All notices hereunder shall be deemed to be duly given upon delivery in the form and manner set forth in Section 14 of the MLA.

SECTION 15. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Pledge Agreement.

SECTION 16. Counterparts. This Pledge Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together constitute but one and the same instrument.

SECTION 17. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Pledge Agreement, but this Pledge Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

SECTION 18. CoBank's Duties. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral while held hereunder, CoBank shall have no duty or liability to preserve rights pertaining thereto and shall be relieved of all responsibility for the Pledged Collateral upon surrendering it or tendering surrender of it to the Pledgor.

SECTION 19. Termination; Reinstatement. This Pledge Agreement shall remain in full force and effect until (i) all Secured Obligations have been paid in full, (ii) CoBank has no further commitment or obligation to make advances to be secured hereby, and (iii) any preference period applicable to payments made on or security given for the Secured Obligations

has expired under applicable bankruptcy and insolvency laws, at which time CoBank shall deliver all Pledged Collateral in its possession to the Pledgor and the Pledgor may request a written instrument of termination be executed and delivered by a duly authorized officer of CoBank. If so terminated, this Pledge Agreement and the Pledgor's obligations hereunder shall be automatically reinstated if at any time payment in whole or in part of any of the Secured Obligations is rescinded or restored to the Borrower, the Pledgor or other payor or guarantor of the Secured Obligations, or must be paid to any other person, upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Borrower, the Pledgor or other payor or guarantor of the Secured Obligations, all as though such payment had not been made.

SECTION 20. FCC Matters. Notwithstanding any other provision of this Pledge Agreement:

(A) Any foreclosure on, sale, transfer or other disposition of, or the exercise or relinquishment of any right to vote or consent with respect to, any of the Pledged Collateral or FCC licenses or permits, by CoBank shall, to the extent required, be pursuant to Section 310(d) of the Communications Act of 1934, as amended, and the applicable rules and regulations thereunder, and, if and to the extent required thereby, subject to the prior approval or notice to and non-opposition of the FCC.

(B) If an Event of Default shall have occurred and be continuing, the Pledgor shall take any action, and shall cause the Pledged Subsidiaries to take any action, which CoBank may reasonably request in order to seek FCC consent to, and subsequent thereto, to consummate, the transfer and assignment to CoBank, or to such one or more third parties as CoBank may designate, or to a combination of the foregoing, of each FCC license or permit owned by the Pledged Subsidiaries. CoBank is empowered, to the extent permitted by applicable law, to request the appointment of a receiver from any court of competent jurisdiction. Such receiver may be instructed by CoBank to seek from the FCC an involuntary transfer of control of each such FCC license or permit for the purpose of seeking a bona fide purchaser to whom control will ultimately be transferred. The Pledgor hereby agrees to authorize, subject to FCC approval, such an involuntary transfer of control upon the request of the receiver so appointed and, if the Pledgor shall refuse to authorize the transfer, its approval may be required by the court. Upon the occurrence and during the continuance of an Event of Default, the Pledgor shall further use its best efforts to assist in obtaining approval of the FCC and any state regulatory bodies, if required, for any action or transactions contemplated by this Pledge Agreement, including, without limitation, the preparation, execution and filing with the FCC and any state regulatory bodies of the assignor's or transferor's portion of any application or applications for consent to the assignment of any FCC license or permit or transfer of control necessary or appropriate under the rules and regulations of the FCC or any state regulatory body for approval or non-opposition of the transfer or assignment of any portion of the Pledged Collateral, together with any FCC license or permit.

(C) The Pledgor acknowledges that the assignment or transfer of each FCC license or permit is integral to CoBank's realization of the value of the Pledged Collateral, that there is no adequate remedy at law for failure by the Pledgor to comply with the provisions of this Section 20 and that such failure would not be adequately compensable in damages, and therefore agrees, without limiting the right of CoBank to seek and obtain specific performance of other obligations of the Pledgor contained in this Pledge Agreement, that the agreements contained in this Section 20 may be specifically enforced.

(D) In accordance with the requirements of 47 C.F.R. Section 22.937, or any successor provision thereto, CoBank shall notify the Pledgor and the FCC in writing at least ten (10) days prior to the date on which CoBank intends to exercise its rights, pursuant to this Pledge Agreement, the MLA or the Term Supplement, by foreclosing on, or otherwise disposing of, any Pledged Collateral in connection with which such notice is required pursuant to 47 C.F.R. Section 22.937 or any successor provision thereto.

(Signatures Appear On Next Page)

IN WITNESS WHEREOF, CoBank has caused this Pledge Agreement to be executed and delivered by its duly authorized officer and the Pledgor has caused this Pledge Agreement to be executed and attested under seal and delivered by its duly authorized officers, all as of the date first written above.

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:_____
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

[CORPORATE SEAL]

[Signatures continued on following page.]

[Signatures continued from previous page.]

COBANK, ACB

By:_____
John P. Cole, Vice President

Exhibit 10.20

Loan No. ML0743

MEMBERSHIP INTEREST PLEDGE AGREEMENT

This MEMBERSHIP INTEREST PLEDGE AGREEMENT (this "Agreement"), dated as of November 30, 2004, is entered into by SHENANDOAH TELECOMMUNICATIONS COMPANY ("Pledgor") in favor of COBANK, ACB ("Secured Party").

R E C I T A L S:

WHEREAS, Secured Party and Pledgor have entered into that certain Second Amended and Restated Master Loan Agreement, dated of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "MLA"), that certain Term Supplement, dated as of June 22, 2001, as amended by that certain First Amendment to term Loan Supplement, dated as of September 1, 2001, and by that certain Second Amendment to Term Supplement, dated as of even date herewith (as the same may be further amended, supplemented, extended or restated from time to time, the "Term Supplement") providing for a term loan in the original principal amount of $45,965,690, and that certain Third Supplement to the Master Loan Agreement, dated as of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "Third Supplement"; the MLA, as supplemented by the Term Supplement and the Third Supplement, the "Loan Agreement") providing for a reducing revolving line of credit of up to $15,000,000 (the "Revolving Loan"); and

WHEREAS, Pledgor is the legal and beneficial owner of the Membership Interests (as defined in Section 2 hereof) of each Person as specified on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Pledged Entities"); and

WHEREAS, as an inducement to Secured Party to execute the MLA and Third Supplement and to make the Revolving Loan, Pledgor desires to grant Secured Party a first-priority security title and lien in and to the Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Pledgor and Secured Party agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Pledge Agreement, unless otherwise defined herein, shall have the meanings assigned to them in the Loan Agreement.

SECTION 2. Secured Obligations; Pledge; Collateral. To secure (i) the payment and performance in full of all (i) the payment and performance of all obligations of Pledgor under the MLA (as such obligations relate to the Term Supplement and the Third Supplement), the Term Supplement and the Third Supplement, any related Notes and other Loan Documents executed in connection therewith, (ii) the payment of all other indebtedness and the performance of all other obligations of Pledgor to Secured Party under any future Supplement to the MLA that by its terms provides that the loan or other extension of credit described therein shall be secured

by a lien and security interest in the Collateral pursuant to this Pledge Agreement, and (iii) the payment of any and all additional advances made or costs or expenses incurred by Secured Party to protect or preserve the Collateral or the security title, lien and security interest created hereby or for any other purpose provided herein (whether or not Pledgor remains the owner of the Collateral at the time such advances are made or costs or expenses are incurred) (collectively, the "Secured Obligations"), Pledgor hereby pledges, hypothecates, assigns, transfers, sets over and delivers unto Secured Party, and grants to Secured Party a lien upon and a security interest in (a) all right, title and interest of Pledgor, whether legal or equitable, now or hereafter existing or acquired, and howsoever evidenced or arising, in each Pledged Entity (collectively, the "Membership Interests"), (b) any cash, additional Membership Interests or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in liquidation of, any and all of the Membership Interests, together with the proceeds thereof (collectively, the "Distributions") and (c) all certificates, accounts, chattel paper, instruments, general intangibles, cash, books, records, notices and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Membership Interests or the Distributions, together with all rights of Pledgor to receive and retain any of the foregoing and all proceeds of the foregoing (all such Membership Interests, Distributions and other proceeds thereof, collectively, the "Collateral"). Notwithstanding the foregoing, if at any time Pledgor demonstrates to Secured Party on a pro forma basis, taking into consideration the acquisition of any Pledged Entity hereafter

acquired by Pledgor, that Pledgor will achieve and maintain for the then remaining life of the Loans (i) a Total Leverage Ratio (as determined in accordance with Section 7 of the MLA) less than or equal to 2.5:1.0 and (ii) an Equity to Total Assets Ratio (as determined in accordance with Section 7 of the MLA) greater than or equal to 35.0%, and the remaining life of the all Loans then outstanding is less than 7 years, Secured Party shall release the lien and security interest granted herein in such shares, capital stock, securities, cash, property and other proceeds thereof of such Pledged Entity. Upon a determination by Secured Party to grant such a request, for purposes of this Pledge Agreement such entity shall no longer be considered a Pledged Entity, all such membership and other ownership interests, cash, property and other proceeds shall no longer be considered part of the Collateral, and Secured Party shall deliver to Pledgor UCC termination statements and any other documents reasonably requested by Pledgor to evidence such release.

Upon delivery to Secured Party, all property comprising part of the Collateral, except as provided below, shall be accompanied by proper instruments of assignment duly executed by Pledgor and by such other instruments or documents as Secured Party may reasonably request. Upon any certification of the Membership Interests or the issuance to Pledgor of any additional certificates representing Membership Interests in the Pledged Entities thereafter, Pledgor shall hold such certificates as Secured Party's agent and in trust for Secured Party as additional Collateral and shall pledge and deliver to Secured Party such certificates, along with proper instruments of assignment or membership interest transfer powers in blank duly executed by Pledgor and by such other instruments or documents as Secured Party or its counsel may reasonably request. Each delivery of such certificates or other issuance of uncertificated Membership Interests to Pledgor shall be accompanied by a schedule showing the numbers of the certificates (or other interests) therefor, theretofore and then being delivered or pledged to Secured Party hereunder, which schedules shall be attached hereto as Schedule 1 and made a part hereof. Each schedule so delivered shall supersede any prior schedules so delivered. In case any

distribution of any additional Membership Interests shall be made on or in respect of the Membership Interests or any property shall be distributed upon or with respect to the Membership Interests pursuant to the recapitalization or reclassification of the Membership Interests or pursuant to the reorganization thereof, the property so distributed shall be delivered to Secured Party to be held by it as additional Collateral. All sums of money and property so paid or distributed in respect of the Membership Interests which are received by Pledgor may be received by Pledgor and used in the ordinary course of its business; provided, however, upon the occurrence and during the continuance of an Event of Default, such sums shall, until paid or delivered to Secured Party, be held by Pledgor in trust for the benefit of Secured Party as additional Collateral.

TO HAVE AND TO HOLD the Collateral, together with all rights, titles, interests, powers, privileges and preferences pertaining or incidental thereto, unto Secured Party, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3. Representations and Warranties. Pledgor hereby represents and warrants that, except for security interests granted herein, Pledgor is the legal, equitable and beneficial owner of the Membership Interests, and holds the same free and clear of all liens, charges, encumbrances and security interests of every kind and nature and free and clear of all warrants, options, rights to purchase, rights of first refusal and other interests of any Person; that Pledgor has legal authority to pledge the Collateral in the manner hereby done or contemplated; that the execution and delivery of this Pledge Agreement, and the performance of its terms, will not result in any violation of any provision of Pledgor's or any Pledged Entity's articles of organization or operating agreement, or violate or constitute a default under the terms of any trust agreement or other agreement, indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to Pledgor or any Pledged Entity or any of Pledgor's or any Pledged Entity's property; that no approval, consent or authorization of any Governmental Authority which has not heretofore been obtained is necessary for the execution or delivery by Pledgor of this Pledge Agreement or for the performance by Pledgor of any of the terms or conditions hereof or thereof; and that this pledge is effective to vest in Secured Party the rights of Pledgor in the Collateral as set forth herein.

SECTION 4. Membership Interests of the Pledged Entities. Pledgor represents that it is the registered and beneficial owner of Membership Interests in the Pledged Entities set forth on Schedule 1 hereto, as such schedule may be amended by Pledgor from time to time pursuant to this Sections 2 and 4. The outstanding Membership Interests owned by Pledgor of each Pledged Entity has been duly authorized and are validly issued, fully paid and non-assessable. Pledgor shall amend Schedule 1 from time to time as necessary for the information thereon to be true and correct and, with each such delivery, shall be deemed to remake all of the representations and warranties contained in this Pledge Agreement. Schedule 1 shall be amended by Pledgor's delivery of an amended Schedule 1 to Secured Party in accordance with Section 2 of this Pledge Agreement.

SECTION 5. Additional Membership Interests; Transfer. Without the prior written consent of Secured Party, Pledgor will not (i) consent to or approve of the issuance of

any additional Membership Interests or certificates representing Membership Interests by any Pledged Entity, or to any options, subscription rights, warrants or other instruments in respect thereof, (ii) consent to, approve of or permit any merger, consolidation, reorganization or any sale or lease of substantially all the assets of any Pledged Entity (except as permitted by the Loan Agreement), or (iii) consent to or approve the repurchase or redemption by any Pledged Entity of any of its Membership Interests.

SECTION 6. Covenants with Respect to Collateral. Pledgor hereby covenants and agrees with respect to the Collateral as follows:

(A) Pledgor will cause any additional Membership Interests issued to Pledgor by any Pledged Entity or property issued by any Pledged Entity with respect to the Collateral, whether for value paid by Pledgor or otherwise, to be forthwith deposited and pledged hereunder and delivered to Secured Party, free and clear of all liens, charges, encumbrances and security interests of every kind and nature, and in each case accompanied by proper instruments of assignment duly executed.

(B) Pledgor will defend its title to, and the interest of the Secured Party in the Collateral against the claims of all Persons whomsoever.

(C) Without the prior written consent of Secured Party, Pledgor will not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or pledge or grant any security interest in or otherwise encumber or restrict any of the Collateral or any interest therein, except for the pledge thereof, and security interest therein, provided for in this Pledge Agreement.

SECTION 7. Rights Regarding Collateral. Pledgor shall have the right to receive distributions from the Pledged Entities until the occurrence and during the continuance of an Event of Default. In the event Pledgor shall receive any distribution not permitted pursuant to this Section 7, Pledgor shall pay and contribute into such Pledged Entities all such distributions and any and all money and other property received by Pledgor in contravention of this Section 7. So long as no Event of Default hereunder shall have occurred and be continuing, Pledgor shall have the right to exercise all of its voting, consensual and other powers of ownership pertaining to the Collateral for all purposes not inconsistent with the terms of this Pledge Agreement or any of the other Loan Documents. Upon the occurrence and during the continuance of a Default hereunder, all rights of Pledgor to exercise its voting, consensual and other powers of ownership pertaining to the Collateral shall become vested in Secured Party upon written notice from Secured Party to Pledgor, and thereupon Secured Party shall have the sole and exclusive authority to exercise such voting, consensual and other powers of ownership which Pledgor shall otherwise be entitled to exercise.

SECTION 8. Event of Default. The breach of or failure to pay or perform any of the obligations secured hereby in accordance with their respective terms, the breach of or failure to perform or observe any representation, warranty, covenant or agreement contained in this Pledge Agreement or the existence of any breach, Default or Event of Default under any of the Loan Documents shall constitute a "Event of Default" hereunder; provided that any breach of the

terms of this Pledge Agreement which shall also constitute a breach of any other Loan Document shall be subject to the same notice and cure right applicable to such breach under such Loan Document.

SECTION 9. Secured Party's Rights and Remedies. Upon the occurrence of an Event of Default, and subject to any applicable requirements contained in the organizational documents of the Pledged Entities:

(A) Secured Party shall thereupon have, in addition to all other rights provided herein and in the Loan Documents, subject to any necessary approval of the FCC, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the Commonwealth of Virginia, and further, Secured Party may, without demand and without advertisement, notice or legal process of any kind (except as may be required hereunder or by applicable Law), all of which Pledgor waives, at any time or times, sell and deliver any portion or all of the Collateral, including, without limitation, the right to receive all profits, Distributions, income, revenues and proceeds of the Membership Interests attributable to the Membership Interests, at public or private sales held by or for Secured Party, for cash, upon credit or otherwise, at such prices and upon such terms as Secured Party deems advisable, at its sole discretion. Secured Party or any affiliate of Secured Party may be the purchaser at any sale as described above, free from the right of redemption after such sale, which right of redemption Pledgor also waives. Secured Party may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Pledgor agrees that Secured Party has no obligation to preserve rights to the Collateral against prior parties or to marshall any Collateral for the benefit of any person or entity.

(B) In addition thereto, Pledgor further agrees (i) in the event that notice is necessary under applicable Law, written notice mailed to Pledgor in the manner specified in Section 16 hereof not less than 20 Business Days prior to the date of public sale of any of the Collateral subject to the security interest created herein or prior to the date after which private sale or any other disposition of said Collateral will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other time shall be sufficient; (ii) without precluding any other methods of sale, the sale of Collateral shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of lenders disposing of similar property but Secured Party may sell on such terms as it may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind; and (iii) the proceeds of any such sale or disposition shall be applied first to the satisfaction of Secured Party's attorneys' fees, legal expenses, and other costs and expenses incurred in connection with the taking, retaking, holding, preparing for sale and selling of the Collateral and second to the payment (in whatever order Secured Party elects) of the Secured Obligations. After the application of all such proceeds as aforesaid, Secured Party will return any excess to Pledgor. To the extent permitted by applicable Law, Pledgor waives all claims, damages and demands against Secured Party arising out of the repossession, retention or sale of the Collateral.

SECTION 10. Application of Proceeds of Sale and Cash. The proceeds of any sale of the whole or any part of the Collateral, together with any other moneys held by Secured Party under the provisions of this Pledge Agreement, shall be applied by Secured Party as follows:

First: to the payment of all reasonable costs and expenses incurred by Secured Party in connection herewith, including but not limited to, all court costs and the fees and disbursements of counsel for Secured Party in connection herewith, and to the repayment of all advances made by Secured Party hereunder for the account of Pledgor, and the payment of all reasonable costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder; and

Second: to the payment in full of the Secured Obligations in such order as Secured Party may elect.

Any amounts remaining after such application shall be promptly remitted to Pledgor, its successors, legal representatives or assigns, or as otherwise provided by Applicable Law.

SECTION 11. Further Assurances. Pledgor agrees that it will join with Secured Party in executing and will file or record such notices, financing statements or other documents as may be necessary to the perfection of the security interest of Secured Party hereunder, and as Secured Party may reasonably request, such instruments to be in form and substance satisfactory to Secured Party, and that Pledgor will do such further acts and things and execute and deliver to Secured Party such additional conveyances, assignments, agreements and instruments as Secured Party may at any time reasonably request in connection with the administration and enforcement of this Pledge Agreement or relative to the Collateral or any part thereof or in order to assure and confirm unto Secured Party its rights, powers and remedies hereunder. Pledgor shall notify Secured Party in writing promptly upon its acquisition of Memberships Interests of any of the Pledged Entities and shall execute and deliver to Secured Party, upon request, an amendment to this Pledge Agreement or such other instruments as Secured Party may request together with certificates evidencing such Membership Interests accompanied by membership interest transfer powers executed in blank, and shall take such other action requested by Secured Party to effectuate the pledge of such Membership Interests to Secured Party in accordance with the provisions of this Pledge Agreement. Pledgor hereby constitutes and appoints Secured Party or Secured Party's designee during the term of any Secured Obligations secured by this Pledge Agreement as its attorney-in-fact, effective upon the occurrence of an Event of Default, which appointment is an irrevocable, durable agency, coupled with an interest, with full power of substitution. This power of attorney and mandate is for the purpose of taking, whether in the name of Pledgor or in the name of Secured Party, any action which Pledgor is obligated to perform hereunder or which Secured Party may deem necessary or advisable to accomplish the purposes of this Pledge Agreement. The powers conferred upon Secured Party in this Section are solely to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall exercise its power of attorney only upon the occurrence and during the continuance of an Event of Default or in the event Secured Party deems such action necessary or advisable to protect its interest in the Collateral.

SECTION 12. Non-Waiver; Election of Remedies. No course of dealing between Pledgor and Secured Party or failure on the part of Secured Party to exercise, and no delay on its part in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or the further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder or under any of the Loan Documents are cumulative and in addition to and are not exclusive of any other remedies provided by law. No enforcement of any remedy shall constitute an election of remedies.

SECTION 13. Pledgor's Obligations Not Affected. To the extent permitted by Applicable Law, the obligations of Pledgor hereunder shall remain in full force and effect without regard to, and shall not be impaired by (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor, the Pledgor or any other obligor of the Secured Obligations; (ii) any exercise or nonexercise, or any waiver, by Secured Party of any right, remedy, power or privilege under or in respect of any of the Secured Obligations or any security thereof (including this Pledge Agreement); (iii) any amendment to or modification or waiver of any provision of the Loan Agreement, the Notes or any of the other Loan Documents; (iv) any amendment to or modification of any instrument (other than this Pledge Agreement) securing any of the Secured Obligations, including, without limitation, any of the Loan Documents; or (v) the taking of additional security for, or any other assurances of payment of, any of the Secured Obligations or the modification, release or discharge or termination of any security or other assurance of payment or performance for any of the Secured Obligations, all whether or not Pledgor shall have notice or knowledge of any of the foregoing.

SECTION 14. Governing Law; Amendments. Except to the extent governed by applicable federal law, this Pledge Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to choice of law doctrine. This Pledge Agreement may not be amended or modified nor may any of the Collateral be released, except in writing signed by the parties hereto.

SECTION 15. Binding Agreement; Assignment. This Pledge Agreement shall be binding upon and inure to the benefit of Secured Party and its successors and assigns, and in the event of an assignment of any or all of the obligations secured hereby, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Pledge Agreement shall be binding upon Pledgor and its successors and assigns. Pledgor may not assign any of its rights or obligations hereunder without the prior written consent of Secured Party.

SECTION 16. Notices. All notices hereunder shall be delivered in accordance with the terms and provisions of the Loan Agreement.

SECTION 17. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Pledge Agreement.

SECTION 18. Counterparts. This Pledge Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together constitute but one and the same instrument.

SECTION 19. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Pledge Agreement, but this Pledge Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

SECTION 20. Secured Party's Duties. Beyond the exercise of reasonable care to assure the safe custody of the Collateral while held hereunder, Secured Party shall have no duty or liability to preserve rights pertaining thereto and shall be relieved of all responsibility for the Collateral upon surrendering it or tendering surrender of it to Pledgor.

SECTION 21. Secured Party's Exoneration. Under no circumstances shall Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral of any nature or kind or any matter or proceedings arising out of or relating thereto, other than after a Event of Default shall have occurred and be continuing, to act in a commercially reasonable manner. Secured Party shall not be required to take any action of any kind to collect, preserve or protect its or Pledgor's rights in the Collateral or against other parties thereto. Secured Party's prior recourse to any part or all of the Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of any of the Secured Obligations.

SECTION 22. Termination; Reinstatement. This Pledge Agreement shall remain in full force and effect until (i) Secured Party has no further commitment or obligation to make advances to be secured hereby with respect to the Secured Obligations, and (ii) all Secured Obligations have been indefeasibly paid in full or any preference period applicable to payments made on or security given for the Secured Obligations has expired under applicable bankruptcy and insolvency laws, at which time Pledgor may request a written instrument of termination be executed and delivered by a duly authorized officer of Secured Party. If so terminated, this Pledge Agreement and all Pledgor's obligations hereunder shall be automatically reinstated if at any time payment in whole or in part of any of the Secured Obligations is rescinded or restored to Pledgor or all other payor or guarantor of the Secured Obligations, or must be paid to any other Person, upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of Pledgor or any other payor or guarantor of the Secured Obligations, all as though such payment had not been made.

SECTION 23. FCC Matters. Notwithstanding any other provision of this Pledge Agreement:

(A) Any foreclosure on, sale, transfer or other disposition of, or the exercise or relinquishment of any right to vote or consent with respect to, any of the Collateral by Secured Party shall, to the extent required, be pursuant to Section 310(d) of the Communications Act of

1934, as amended, and the applicable rules and regulations thereunder, and, if and to the extent required thereby, subject to the prior approval or notice to and non-opposition of the FCC.

(B) If a Event of Default shall have occurred and be continuing, Pledgor shall take any action, and shall cause the Pledged Entities to take any action, which Secured Party may reasonably request in order to transfer and assign to Secured Party, or to such one or more third parties as Secured Party may designate, or to a combination of the foregoing, each FCC license or permit owned by Pledgor. Secured Party is empowered, to the extent permitted by Applicable Law, to request the appointment of a receiver from any court of competent jurisdiction. Such receiver may be instructed by Secured Party to seek from the FCC an involuntary transfer of control of each such FCC license or permit for the purpose of seeking a bona fide purchaser to whom control will ultimately be transferred. Pledgor hereby agrees to authorize such an involuntary transfer of control upon the request of the receiver so appointed and, if Pledgor shall refuse to authorize the transfer, its approval may be required by the court. Upon the occurrence and during the continuance of a Event of Default, Pledgor shall further use its best efforts to assist in obtaining approval of the FCC and any state regulatory bodies, if required, for any action or transactions contemplated by this Pledge Agreement, including, without limitation, the preparation, execution and filing with the FCC and any state regulatory bodies of the assignor's or transferor's portion of any application or applications for consent to the assignment of any FCC license or permit or transfer of control necessary or appropriate under the rules and regulations of the FCC or any state regulatory body for approval or non-opposition of the transfer or assignment of any portion of the Collateral, together with any FCC license or permit.

(C) Pledgor acknowledges that the assignment or transfer of each FCC license or permit is integral to Secured Party's realization of the value of the Collateral, that there is no adequate remedy at law for failure by Pledgor to comply with the provisions of this Section 23 and that such failure would not be adequately compensable in damages, and therefore agrees, without limiting the right of Secured Party to seek and obtain specific performance of other obligations of Pledgor contained in this Pledge Agreement, that the agreements contained in this Section 23 may be specifically enforced.

(D) In accordance with the requirements of 47 C.F.R. Section 22.937, or any successor provision thereto, Secured Party shall notify Pledgor and the FCC in writing at least ten (10) days prior to the date on which Secured Party intends to exercise its rights, pursuant to this Pledge Agreement or any of the other Loan Documents, by foreclosing on, or otherwise disposing of, any Collateral in connection with which such notice is required pursuant to 47 C.F.R. Section 22.937 or any successor provision thereto.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Pledgor has caused this Pledge Agreement to be executed and delivered, and Secured Party has caused this Pledge Agreement to be executed and delivered by its duly authorized officer, as of the date first above shown.

Pledgor:

SHENANDOAH TELECOMMUNICATIONS COMPANY

By:_____
Name:_____
Title:_____

[Signatures Continue on Next Page]

[Signatures Continued from Previous Page]

COBANK, ACB

By:_____
John P. Cole, Vice President

MEMBERSHIP INTEREST PLEDGE AGREEMENT

This MEMBERSHIP INTEREST PLEDGE AGREEMENT (this "Agreement"), dated as of November 30, 2004, is entered into by SHENTEL CONVERGED SERVICES, INC. ("Pledgor") in favor of COBANK, ACB ("Secured Party").

R E C I T A L S:

WHEREAS, Secured Party and Shenandoah Telecommunications Company (the "Borrower") have entered into that certain Second Amended and Restated Master Loan Agreement, dated of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "MLA"), that certain Term Supplement, dated as of June 22, 2001, as amended by that certain First Amendment to term Loan Supplement, dated as of September 1, 2001, and by that certain Second Amendment to Term Supplement, dated as of even date herewith (as the same may be further amended, supplemented, extended or restated from time to time, the "Term Supplement") providing for a term loan in the original principal amount of $45,965,690, and that certain Third Supplement to the Master Loan Agreement, dated as of even date herewith (as the same may be amended, supplemented, extended or restated from time to time, the "Third Supplement"; the MLA, as supplemented by the Term Supplement and the Third Supplement, the "Loan Agreement") providing for a reducing revolving line of credit of up to $15,000,000 (the "Revolving Loan"); and

WHEREAS, the Borrower owns 100% of the issued and outstanding capital stock of Pledgor; and

WHEREAS, Pledgor is the legal and beneficial owner of the Membership Interests (as defined in Section 2 hereof) of each Person as specified on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Pledged Entities"); and

WHEREAS, as an inducement to Secured Party to execute the MLA and Third Supplement and to make the Revolving Loan, Pledgor desires to grant Secured Party a first-priority security title and lien in and to the Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Pledgor and Secured Party agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Pledge Agreement, unless otherwise defined herein, shall have the meanings assigned to them in the Loan Agreement.

SECTION 2. Secured Obligations; Pledge; Collateral. To secure (i) the payment and performance in full of all (i) the payment and performance of all obligations of the Borrower under the MLA (as such obligations relate to the Term Supplement and the Third Supplement), the Term Supplement and the Third Supplement, any related Notes and other Loan Documents executed in connection therewith, (ii) the payment of all other indebtedness and the performance

of all other obligations of the Borrower to Secured Party under any future Supplement to the MLA that by its terms provides that the loan or other extension of credit described therein shall be secured by a lien and security interest in the Collateral pursuant to this Pledge Agreement, and (iii) the payment of any and all additional advances made or costs or expenses incurred by Secured Party to protect or preserve the Collateral or the security title, lien and security interest created hereby or for any other purpose provided herein (whether or not Pledgor remains the owner of the Collateral at the time such advances are made or costs or expenses are incurred) (collectively, the "Secured Obligations"), Pledgor hereby pledges, hypothecates, assigns, transfers, sets over and delivers unto Secured Party, and grants to Secured Party a lien upon and a security interest in (a) all right, title and interest of Pledgor, whether legal or equitable, now or hereafter existing or acquired, and howsoever evidenced or arising, in each Pledged Entity (collectively, the "Membership Interests"), (b) any cash, additional Membership Interests or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in liquidation of, any and all of the Membership Interests, together with the proceeds thereof (collectively, the "Distributions") and (c) all certificates, accounts, chattel paper, instruments, general intangibles, cash, books, records, notices and other property from time to time received, receivable or otherwise distributed in respect of or in

exchange for the Membership Interests or the Distributions, together with all rights of Pledgor to receive and retain any of the foregoing and all proceeds of the foregoing (all such Membership Interests, Distributions and other proceeds thereof, collectively, the "Collateral"). Notwithstanding the foregoing, if at any time Pledgor demonstrates to Secured Party on a pro forma basis, taking into consideration the acquisition of any Pledged Entity hereafter acquired by Pledgor, that the Borrower will achieve and maintain for the then remaining life of the Loans (i) a Total Leverage Ratio (as determined in accordance with Section 7 of the MLA) less than or equal to 2.5:1.0 and (ii) an Equity to Total Assets Ratio (as determined in accordance with Section 7 of the MLA) greater than or equal to 35.0%, and the remaining life of the all Loans then outstanding is less than 7 years, Secured Party shall release the lien and security interest granted herein in such shares, capital stock, securities, cash, property and other proceeds thereof of such Pledged Entity. Upon a determination by Secured Party to grant such a request, for purposes of this Pledge Agreement such entity shall no longer be considered a Pledged Entity, all such membership and other ownership interests, cash, property and other proceeds shall no longer be considered part of the Collateral, and Secured Party shall deliver to Pledgor UCC termination statements and any other documents reasonably requested by Pledgor to evidence such release.

Upon delivery to Secured Party, all property comprising part of the Collateral, except as provided below, shall be accompanied by proper instruments of assignment duly executed by Pledgor and by such other instruments or documents as Secured Party may reasonably request. Upon any certification of the Membership Interests or the issuance to Pledgor of any additional certificates representing Membership Interests in the Pledged Entities thereafter, Pledgor shall hold such certificates as Secured Party's agent and in trust for Secured Party as additional Collateral and shall pledge and deliver to Secured Party such certificates, along with proper instruments of assignment or membership interest transfer powers in blank duly executed by Pledgor and by such other instruments or documents as Secured Party or its counsel may reasonably request. Each delivery of such certificates or other issuance of uncertificated Membership Interests to Pledgor shall be accompanied by a schedule showing the numbers of the certificates (or other interests) therefor, theretofore and then being delivered or pledged to

Secured Party hereunder, which schedules shall be attached hereto as Schedule 1 and made a part hereof. Each schedule so delivered shall supersede any prior schedules so delivered. In case any distribution of any additional Membership Interests shall be made on or in respect of the Membership Interests or any property shall be distributed upon or with respect to the Membership Interests pursuant to the recapitalization or reclassification of the Membership Interests or pursuant to the reorganization thereof, the property so distributed shall be delivered to Secured Party to be held by it as additional Collateral. All sums of money and property so paid or distributed in respect of the Membership Interests which are received by Pledgor may be received by Pledgor and used in the ordinary course of its business; provided, however, upon the occurrence and during the continuance of an Event of Default, such sums shall, until paid or delivered to Secured Party, be held by Pledgor in trust for the benefit of Secured Party as additional Collateral.

TO HAVE AND TO HOLD the Collateral, together with all rights, titles, interests, powers, privileges and preferences pertaining or incidental thereto, unto Secured Party, its successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3. Representations and Warranties. Pledgor hereby represents and warrants that, except for security interests granted herein, Pledgor is the legal, equitable and beneficial owner of the Membership Interests, and holds the same free and clear of all liens, charges, encumbrances and security interests of every kind and nature and free and clear of all warrants, options, rights to purchase, rights of first refusal and other interests of any Person; that Pledgor has legal authority to pledge the Collateral in the manner hereby done or contemplated; that the execution and delivery of this Pledge Agreement, and the performance of its terms, will not result in any violation of any provision of Pledgor's or any Pledged Entity's articles of organization or operating agreement, or violate or constitute a default under the terms of any trust agreement or other agreement, indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to Pledgor or any Pledged Entity or any of Pledgor's or any Pledged Entity's property; that no approval, consent or authorization of any Governmental Authority which has not heretofore been obtained is necessary for the execution or delivery by Pledgor of this Pledge Agreement or for the performance by Pledgor of any of the terms or conditions hereof or thereof; and that this pledge is effective to vest in Secured Party the rights of Pledgor in the Collateral as set forth herein.

SECTION 4. Membership Interests of the Pledged Entities. Pledgor represents that it is the registered and beneficial owner of Membership Interests in the Pledged Entities set forth on Schedule 1 hereto, as such schedule may be amended by Pledgor from time to time pursuant to this Sections 2 and 4. The outstanding Membership Interests owned by Pledgor of each Pledged Entity has been duly authorized and are validly issued, fully paid and non-assessable. Pledgor shall amend Schedule 1 from time to time as necessary for the information thereon to be true and correct and, with each such delivery, shall be deemed to remake all of the representations and warranties contained in this Pledge Agreement. Schedule 1 shall be amended by Pledgor's delivery of an amended Schedule 1 to Secured Party in accordance with Section 2 of this Pledge Agreement.

SECTION 5. Additional Membership Interests; Transfer. Without the prior written consent of Secured Party, Pledgor will not (i) consent to or approve of the issuance of any additional Membership Interests or certificates representing Membership Interests by any Pledged Entity, or to any options, subscription rights, warrants or other instruments in respect thereof, (ii) consent to, approve of or permit any merger, consolidation, reorganization or any sale or lease of substantially all the assets of any Pledged Entity (except as permitted by the Loan Agreement), or (iii) consent to or approve the repurchase or redemption by any Pledged Entity of any of its Membership Interests.

SECTION 6. Covenants with Respect to Collateral. Pledgor hereby covenants and agrees with respect to the Collateral as follows:

(A) Pledgor will cause any additional Membership Interests issued to Pledgor by any Pledged Entity or property issued by any Pledged Entity with respect to the Collateral, whether for value paid by Pledgor or otherwise, to be forthwith deposited and pledged hereunder and delivered to Secured Party, free and clear of all liens, charges, encumbrances and security interests of every kind and nature, and in each case accompanied by proper instruments of assignment duly executed.

(B) Pledgor will defend its title to, and the interest of the Secured Party in the Collateral against the claims of all Persons whomsoever.

(C) Without the prior written consent of Secured Party, Pledgor will not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or pledge or grant any security interest in or otherwise encumber or restrict any of the Collateral or any interest therein, except for the pledge thereof, and security interest therein, provided for in this Pledge Agreement.

SECTION 7. Rights Regarding Collateral. Pledgor shall have the right to receive distributions from the Pledged Entities until the occurrence and during the continuance of an Event of Default. In the event Pledgor shall receive any distribution not permitted pursuant to this Section 7, Pledgor shall pay and contribute into such Pledged Entities all such distributions and any and all money and other property received by Pledgor in contravention of this Section 7. So long as no Event of Default hereunder shall have occurred and be continuing, Pledgor shall have the right to exercise all of its voting, consensual and other powers of ownership pertaining to the Collateral for all purposes not inconsistent with the terms of this Pledge Agreement or any of the other Loan Documents. Upon the occurrence and during the continuance of a Default hereunder, all rights of Pledgor to exercise its voting, consensual and other powers of ownership pertaining to the Collateral shall become vested in Secured Party upon written notice from Secured Party to Pledgor, and thereupon Secured Party shall have the sole and exclusive authority to exercise such voting, consensual and other powers of ownership which Pledgor shall otherwise be entitled to exercise.

SECTION 8. Event of Default. The breach of or failure to pay or perform any of the obligations secured hereby in accordance with their respective terms, the breach of or failure to perform or observe any representation, warranty, covenant or agreement contained in this Pledge

Agreement or the existence of any breach, Default or Event of Default under any of the Loan Documents shall constitute a "Event of Default" hereunder; provided that any breach of the terms of this Pledge Agreement which shall also constitute a breach of any other Loan Document shall be subject to the same notice and cure right applicable to such breach under such Loan Document.

SECTION 9. Secured Party's Rights and Remedies. Upon the occurrence of an Event of Default, and subject to any applicable requirements contained in the organizational documents of the Pledged Entities:

(A) Secured Party shall thereupon have, in addition to all other rights provided herein and in the Loan Documents, subject to any necessary approval of the FCC, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the Commonwealth of Virginia, and further, Secured Party may, without demand and without advertisement, notice or legal process of any kind (except as may be required hereunder or by applicable Law), all of which Pledgor waives, at any time or times, sell and deliver any portion or all of the Collateral, including, without limitation, the right to receive all profits, Distributions, income, revenues and proceeds of the Membership Interests attributable to the Membership Interests, at public or private sales held by or for Secured Party, for cash, upon credit or otherwise, at such prices and upon such terms as Secured Party deems advisable, at its sole discretion. Secured Party or any affiliate of Secured Party may be the purchaser at any sale as described above, free from the right of redemption after such sale, which right of redemption Pledgor also waives. Secured Party may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Pledgor agrees that Secured Party has no obligation to preserve rights to the Collateral against prior parties or to marshall any Collateral for the benefit of any person or entity.

(B) In addition thereto, Pledgor further agrees (i) in the event that notice is necessary under applicable Law, written notice mailed to Pledgor in the manner specified in Section 16 hereof not less than 20 Business Days prior to the date of public sale of any of the Collateral subject to the security interest created herein or prior to the date after which private sale or any other disposition of said Collateral will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other time shall be sufficient; (ii) without precluding any other methods of sale, the sale of Collateral shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of lenders disposing of similar property but Secured Party may sell on such terms as it may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind; and (iii) the proceeds of any such sale or disposition shall be applied first to the satisfaction of Secured Party's attorneys' fees, legal expenses, and other costs and expenses incurred in connection with the taking, retaking, holding, preparing for sale and selling of the Collateral and second to the payment (in whatever order Secured Party elects) of the Secured Obligations. After the application of all such proceeds as aforesaid, Secured Party will return any excess to Pledgor. To the extent permitted by applicable Law,

Pledgor waives all claims, damages and demands against Secured Party arising out of the repossession, retention or sale of the Collateral.

SECTION 10. Application of Proceeds of Sale and Cash. The proceeds of any sale of the whole or any part of the Collateral, together with any other moneys held by Secured Party under the provisions of this Pledge Agreement, shall be applied by Secured Party as follows:

First: to the payment of all reasonable costs and expenses incurred by Secured Party in connection herewith, including but not limited to, all court costs and the fees and disbursements of counsel for Secured Party in connection herewith, and to the repayment of all advances made by Secured Party hereunder for the account of Pledgor, and the payment of all reasonable costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder; and

Second: to the payment in full of the Secured Obligations in such order as Secured Party may elect.

Any amounts remaining after such application shall be promptly remitted to Pledgor, its successors, legal representatives or assigns, or as otherwise provided by Applicable Law.

SECTION 11. Further Assurances. Pledgor agrees that it will join with Secured Party in executing and will file or record such notices, financing statements or other documents as may be necessary to the perfection of the security interest of Secured Party hereunder, and as Secured Party may reasonably request, such instruments to be in form and substance satisfactory to Secured Party, and that Pledgor will do such further acts and things and execute and deliver to Secured Party such additional conveyances, assignments, agreements and instruments as Secured Party may at any time reasonably request in connection with the administration and enforcement of this Pledge Agreement or relative to the Collateral or any part thereof or in order to assure and confirm unto Secured Party its rights, powers and remedies hereunder. Pledgor shall notify Secured Party in writing promptly upon its acquisition of Memberships Interests of any of the Pledged Entities and shall execute and deliver to Secured Party, upon request, an amendment to this Pledge Agreement or such other instruments as Secured Party may request together with certificates evidencing such Membership Interests accompanied by membership interest transfer powers executed in blank, and shall take such other action requested by Secured Party to effectuate the pledge of such Membership Interests to Secured Party in accordance with the provisions of this Pledge Agreement. Pledgor hereby constitutes and appoints Secured Party or Secured Party's designee during the term of any Secured Obligations secured by this Pledge Agreement as its attorney-in-fact, effective upon the occurrence of an Event of Default, which appointment is an irrevocable, durable agency, coupled with an interest, with full power of substitution. This power of attorney and mandate is for the purpose of taking, whether in the name of Pledgor or in the name of Secured Party, any action which Pledgor is obligated to perform hereunder or which Secured Party may deem necessary or advisable to accomplish the purposes of this Pledge Agreement. The powers conferred upon Secured Party in this Section are solely to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall exercise its power of attorney only upon

the occurrence and during the continuance of an Event of Default or in the event Secured Party deems such action necessary or advisable to protect its interest in the Collateral.

SECTION 12. Non-Waiver; Election of Remedies. No course of dealing between Pledgor and Secured Party or failure on the part of Secured Party to exercise, and no delay on its part in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or the further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder or under any of the Loan Documents are cumulative and in addition to and are not exclusive of any other remedies provided by law. No enforcement of any remedy shall constitute an election of remedies.

SECTION 13. Pledgor's Obligations Not Affected. To the extent permitted by Applicable Law, the obligations of Pledgor hereunder shall remain in full force and effect without regard to, and shall not be impaired by (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor, the Borrower or any other obligor of the Secured Obligations; (ii) any exercise or nonexercise, or any waiver, by Secured Party of any right, remedy, power or privilege under or in respect of any of the Secured Obligations or any security thereof (including this Pledge Agreement); (iii) any amendment to or modification or waiver of any provision of the Loan Agreement, the Notes or any of the other Loan Documents; (iv) any amendment to or modification of any instrument (other than this Pledge Agreement) securing any of the Secured Obligations, including, without limitation, any of the Loan Documents; or (v) the taking of additional security for, or any other assurances of payment of, any of the Secured Obligations or the modification, release or discharge or termination of any security or other assurance of payment or performance for any of the Secured Obligations, all whether or not Pledgor shall have notice or knowledge of any of the foregoing.

SECTION 14. Governing Law; Amendments. Except to the extent governed by applicable federal law, this Pledge Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to choice of law doctrine. This Pledge Agreement may not be amended or modified nor may any of the Collateral be released, except in writing signed by the parties hereto.

SECTION 15. Binding Agreement; Assignment. This Pledge Agreement shall be binding upon and inure to the benefit of Secured Party and its successors and assigns, and in the event of an assignment of any or all of the obligations secured hereby, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Pledge Agreement shall be binding upon Pledgor and its successors and assigns. Pledgor may not assign any of its rights or obligations hereunder without the prior written consent of Secured Party.

SECTION 16. Notices. All notices hereunder shall be delivered in accordance with the terms and provisions of the Loan Agreement.

SECTION 17. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Pledge Agreement.

SECTION 18. Counterparts. This Pledge Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together constitute but one and the same instrument.

SECTION 19. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Pledge Agreement, but this Pledge Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

SECTION 20. Secured Party's Duties. Beyond the exercise of reasonable care to assure the safe custody of the Collateral while held hereunder, Secured Party shall have no duty or liability to preserve rights pertaining thereto and shall be relieved of all responsibility for the Collateral upon surrendering it or tendering surrender of it to Pledgor.

SECTION 21. Secured Party's Exoneration. Under no circumstances shall Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral of any nature or kind or any matter or proceedings arising out of or relating thereto, other than after a Event of Default shall have occurred and be continuing, to act in a commercially reasonable manner. Secured Party shall not be required to take any action of any kind to collect, preserve or protect its or Pledgor's rights in the Collateral or against other parties thereto. Secured Party's prior recourse to any part or all of the Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of any of the Secured Obligations.

SECTION 22. Termination; Reinstatement. This Pledge Agreement shall remain in full force and effect until (i) Secured Party has no further commitment or obligation to make advances to be secured hereby with respect to the Secured Obligations, and (ii) all Secured Obligations have been indefeasibly paid in full or any preference period applicable to payments made on or security given for the Secured Obligations has expired under applicable bankruptcy and insolvency laws, at which time Pledgor may request a written instrument of termination be executed and delivered by a duly authorized officer of Secured Party. If so terminated, this Pledge Agreement and all Pledgor's obligations hereunder shall be automatically reinstated if at any time payment in whole or in part of any of the Secured Obligations is rescinded or restored to Pledgor or all other payor or guarantor of the Secured Obligations, or must be paid to any other Person, upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of Pledgor or any other payor or guarantor of the Secured Obligations, all as though such payment had not been made.

SECTION 23. FCC Matters. Notwithstanding any other provision of this Pledge Agreement:

(A) Any foreclosure on, sale, transfer or other disposition of, or the exercise or relinquishment of any right to vote or consent with respect to, any of the Collateral by Secured Party shall, to the extent required, be pursuant to Section 310(d) of the Communications Act of 1934, as amended, and the applicable rules and regulations thereunder, and, if and to the extent required thereby, subject to the prior approval or notice to and non-opposition of the FCC.

(B) If a Event of Default shall have occurred and be continuing, Pledgor shall take any action, and shall cause the Pledged Entities to take any action, which Secured Party may reasonably request in order to transfer and assign to Secured Party, or to such one or more third parties as Secured Party may designate, or to a combination of the foregoing, each FCC license or permit owned by Pledgor. Secured Party is empowered, to the extent permitted by Applicable Law, to request the appointment of a receiver from any court of competent jurisdiction. Such receiver may be instructed by Secured Party to seek from the FCC an involuntary transfer of control of each such FCC license or permit for the purpose of seeking a bona fide purchaser to whom control will ultimately be transferred. Pledgor hereby agrees to authorize such an involuntary transfer of control upon the request of the receiver so appointed and, if Pledgor shall refuse to authorize the transfer, its approval may be required by the court. Upon the occurrence and during the continuance of a Event of Default, Pledgor shall further use its best efforts to assist in obtaining approval of the FCC and any state regulatory bodies, if required, for any action or transactions contemplated by this Pledge Agreement, including, without limitation, the preparation, execution and filing with the FCC and any state regulatory bodies of the assignor's or transferor's portion of any application or applications for consent to the assignment of any FCC license or permit or transfer of control necessary or appropriate under the rules and regulations of the FCC or any state regulatory body for approval or non-opposition of the transfer or assignment of any portion of the Collateral, together with any FCC license or permit.

(C) Pledgor acknowledges that the assignment or transfer of each FCC license or permit is integral to Secured Party's realization of the value of the Collateral, that there is no adequate remedy at law for failure by Pledgor to comply with the provisions of this Section 23 and that such failure would not be adequately compensable in damages, and therefore agrees, without limiting the right of Secured Party to seek and obtain specific performance of other obligations of Pledgor contained in this Pledge Agreement, that the agreements contained in this Section 23 may be specifically enforced.

(D) In accordance with the requirements of 47 C.F.R. Section 22.937, or any successor provision thereto, Secured Party shall notify Pledgor and the FCC in writing at least ten (10) days prior to the date on which Secured Party intends to exercise its rights, pursuant to this Pledge Agreement or any of the other Loan Documents, by foreclosing on, or otherwise disposing of, any Collateral in connection with which such notice is required pursuant to 47 C.F.R. Section 22.937 or any successor provision thereto.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Pledgor has caused this Pledge Agreement to be executed and delivered, and Secured Party has caused this Pledge Agreement to be executed and delivered by its duly authorized officer, as of the date first above shown.

Pledgor:

SHENTEL CONVERGED SERVICES, INC.

By:_____
Christopher E. French, President

[Signatures Continue on Next Page]

[Signatures Continued from Previous Page]

COBANK, ACB

By:_____
John P. Cole, Vice President

SCHEDULE 1
to
Pledge Agreement

Made by Pledgor
in favor of
CoBank, ACB as Secured Party

Pledged Entity	Percentage of Membership Interest Owned by Pledgor
NTC Communications, LLC	83.88%