

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

August 9, 2005
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 (Commission File Number) (I.R.S. Employer
incorporation or organization) 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

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Item 8.01 Other Events.

On August 9, 2005, Shenandoah Personal Communications Company ("Shentel"), a wholly owned subsidiary of the Company, entered into a Forbearance Agreement (the "Agreement") with Sprint Corporation and certain of its subsidiaries ("Sprint") relating to the management agreement between Shentel and Sprint. The Agreement reflects Sprint's and the Company's desire to avoid litigation while they continue to discuss changes to the management agreement in light of the merger involving Sprint and Nextel Communications, Inc.

The Agreement sets forth Sprint's agreement as to certain parameters for the operations of Nextel's wireless business in the territories operated by Shentel following the merger of Sprint and Nextel. The Agreement also sets forth Shentel's agreement not to initiate litigation or seek certain injunctive or equitable relief under certain circumstances, in each case during the period of time that the Agreement remains in effect.

A copy of the Agreement is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

The following exhibit is filed with this Current Report.

Exhibit No	Description
99.1	Forbearance Agreement, dated August 9, 2005, among Sprint Corporation, Sprint Spectrum L.P., WirelessCo L.P., Sprint Communications Company L.P., Sprint Telephony PCS, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint PCS License, L.L.C., and Shenandoah Personal Communications Company.

Forward-Looking Statements

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995. A number of the matters and subject areas discussed in this report that are not historical or current facts deal with potential future circumstances and developments, including without limitation, any changes to the Company's relationship with Sprint. The discussion of such matters and subject areas is qualified by the inherent risks and uncertainties surrounding future expectations generally, and also may materially differ from the Company's actual

future experience involving any one or more of such matters and subject areas. Such risks and uncertainties include without limitation: the importance of the Company's affiliation with Sprint; the potential impact of the pending Sprint-Nextel merger on the Company's affiliation with Sprint as well as Sprint's competitiveness in the wireless industry; the outcome of any other PCS affiliate of Sprint's litigation with Sprint concerning the pending Sprint-Nextel merger; changes in Sprint's affiliation strategy as a result of the pending Sprint-Nextel merger or any other merger involving Sprint; and those additional factors that are described from time to time in the Company's reports filed with the Securities and Exchange Commission, including the Company's annual report on Form 10-K for the year ended December 31, 2004 and their subsequent quarterly filing on Form 10-Q. This report speaks only as of its date, and the Company disclaims any duty to update the information herein.

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)

August 9, 2005 /S/ EARLE A. MACKENZIE

Earle A. MacKenzie
Executive Vice President and
Chief Financial Officer
(Duly Authorized Officer and Principal
Financial Officer)

THIS FORBEARANCE AGREEMENT, dated August 9, 2005 (this "Agreement"), is made and entered into by and among Sprint Corporation, Sprint Spectrum L.P., WirelessCo L.P., Sprint Communications Company L.P., Sprint Telephony PCS, L.P., APC PCS, LLC, PhillieCo, L.P., and Sprint PCS License, L.L.C. (collectively, "Sprint"); and Shenandoah Personal Communications Company (the "Affiliate").

RECITALS

A. Affiliate and certain of the Sprint entities referenced above are parties to a Sprint PCS Management Agreement, dated as of November 5, 1999, as amended (the "Management Agreement").

B. On December 15, 2004, Sprint Corporation, Nextel Communications, Inc. ("Nextel") and S-N Merger Corp. entered into an Agreement and Plan of Merger, pursuant to which Nextel will merge and into S-N Merger Corp. and become a wholly owned subsidiary of Sprint Corporation (the "Sprint Nextel Merger").

C. The parties are entering into this Agreement to set forth the Affiliate's agreement to forbear from pursuing claims against Sprint and its Subsidiaries and Related Parties during the period of time that this Agreement remains in effect and not to seek certain injunctive relief under certain circumstances during the period of time that this Agreement remains in effect and to outline certain actions not to be taken by Sprint and its Subsidiaries and Related Parties following the completion of the Sprint Nextel Merger during the period of time that this Agreement remains in effect.

D. On the date of the Sprint Nextel Merger, Nextel will become a subsidiary of Sprint Corporation, and Sprint Corporation will change its name to "Sprint Nextel Corporation." The terms "Sprint Corporation" and "Sprint" as used in this Agreement will also refer to Sprint Nextel Corporation following the Sprint Nextel Merger.

AGREEMENT

In consideration of the recitals and mutual covenants and agreements contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties, intending to be bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. The following terms are used in this Agreement with the meanings assigned below:

"Affiliate Group" means employees of Sprint Corporation and its Subsidiaries who are housed in and work out of (a) the Affiliate Relations Group, (b) the Affiliate/PLS-Plan & Strategy Group or (c) the Affiliate/PLS-Client Service/Technology Group, each as currently structured within Sprint Corporation. For purposes of clarification, each of the groups currently reports to David Bottoms, Vice President-Strategic Partners. The term "Affiliate Group" also refers to any successor group of employees to those groups referenced above that may result from any internal management restructuring within Sprint Corporation and its Subsidiaries or Related Parties.

"CDMA Customers" means subscribers of products and services offered by Sprint PCS and Sprint PCS Affiliates using the CDMA Network whose account is assigned to the Service Area.

"CDMA Network" means the national wireless network owned and operated by Sprint, the Affiliate and the other Sprint PCS Affiliates providing services using code division multiple access technology.

"CDMA Products and Services" means products and services operating on the CDMA Network.

"iDEN Customers" means Nextel customers located in the Service Area who are using iDEN Products and Services.

"iDEN Network" means the national integrated digital enhanced network owned and operated by Nextel and its Related Parties on the date of the Sprint Nextel Merger.

"iDEN Products and Services" means Nextel products and services operating on the iDEN Network.

"Local Media" means (a) a print publication that is primarily distributed within the Service Area, (b) a radio or television station that primarily broadcasts into the Service Area or (c) a billboard or other physical advertising presence in the Service Area.

"Service Area" has the meaning set forth in the Management Agreement, which for the avoidance of doubt shall mean the aggregate of the Service Area defined and described in each of the Management Agreement.

"Sprint PCS Affiliate" means the Affiliate and the Other Managers.

"Subsidiary" of any Person as of any relevant date means any corporation or other entity of which such Person owns or controls, directly or indirectly, a majority of the outstanding voting securities or other ownership interests, provided that Nextel Partners, Inc. will not be deemed a Subsidiary of Sprint for purposes of this Agreement until Sprint or any of its Related Parties at any time owns or controls, directly or indirectly, 50% or more of the voting securities or other ownership interests of Nextel Partners (as defined in Section 2.10(a)).

Section 1.2 Management Agreement. Capitalized terms used but not defined herein have the meanings assigned to them in the Management Agreement.

ARTICLE II

COVENANTS BY SPRINT

Section 2.1 Preservation of Confidential Information.

(a) Marketing. Sprint will not allow any proposed marketing and advertising campaign materials, proposed service plans, or proposed credit policies provided by the Affiliate to Sprint to be reviewed by employees of Sprint Corporation and its Subsidiaries or Related Parties other than the Affiliate Group and employees with direct responsibility for implementing such materials, plans or policies and/or reviewing such materials, plans or policies for compliance with the Trademark License Agreements, the Marketing Communication Guidelines or other applicable provisions of the Management Agreement (who will not use the information for any other purpose).

(b) Billing. Sprint will not (i) make billing systems containing data relating to CDMA Customers (e.g., Convergis/P2K) available to employees of Sprint Corporation or its Subsidiaries or Related Parties in any retail store location, sales channel, sales office (except national account managers who do not directly engage in marketing or sales efforts with national accounts headquartered in the Service Area for iDEN Products and Services in the Service Area) or administrative office that offers, supports or is involved with iDEN Products and Services in the Service Area, and agrees not to share any such data with any such employees, or (ii) provide any billing inserts or similar types of communications reflecting or otherwise referring to the Sprint Nextel Merger or any resulting brand change to CDMA Customers or iDEN Customers in the Service Area that are designed to induce or encourage, or could reasonably be expected to induce or encourage, CDMA Customers to switch to iDEN Products and Services (except for de minimis amounts that do not have a detrimental competitive impact on the Affiliate's business).

(c) Customer Care and Telemarketing. (i) Sprint will maintain a process of identifying and directing to designated customer service representatives CDMA Customers and iDEN Customers who call Sprint for customer care services. Any CDMA Customer mistakenly directed to a customer care representative designated to service iDEN Customers will be transferred to a customer care representative designated to service CDMA Customers. Any iDEN Customer mistakenly directed to a customer care representative designated to service CDMA Customers will be transferred to a customer care representative designated to service iDEN Customers. Sprint agrees to make the details of such process available to the Affiliate upon request. Notwithstanding the foregoing, Sprint will have certain customer care representatives who are permitted to access information regarding both CDMA Customers and iDEN Customers for the sole purpose of serving customers who use both CDMA Products and Services and iDEN Products and Services so long as such customer care representatives are not engaged in marketing or selling iDEN Products and Services to CDMA Customers. Customer care representatives shall be permitted to make arrangements to provide either iDEN or CDMA

handsets, upon request, to existing CDMA Customers and existing iDEN Customers requesting them.

(ii) Any customer care representative advised that a CDMA Customer desires to terminate its use of CDMA Products and Services will first seek to convince such CDMA Customer to continue its use of CDMA Products and Services. If such efforts are unsuccessful, the representative may seek to sell iDEN Products and Services to such customers. The converse process will apply for any iDEN Customer seeking to terminate its use of iDEN Products and Services. Sprint agrees to provide to the Affiliate, at least as frequently as current practice (or, if there is no such current practice, at least every two weeks), a detailed report setting forth the CDMA Customers in the Service Area who have terminated the use of CDMA Products and Services and have purchased iDEN Products and Services.

(iii) Sprint and its Subsidiaries will not waive or reduce termination fees as compared to current levels in order to facilitate any CDMA Customer in the Service Area transferring from CDMA Products and Services to iDEN Products and Services.

(d) Subscriber and Financial Data. Affiliate-specific information in Sprint's EMIS System (or any successor system) will only be able to be accessed by the Affiliate Group. Other subscriber and financial information provided by the Affiliate to Sprint (or otherwise generated by Sprint or any other party and relating to the Affiliate) will only be available to the Affiliate Group and other employees and consultants of Sprint Corporation and its Related Parties in the ordinary course of business consistent with past practice, unless such information is aggregated with subscriber and financial information of the other Sprint PCS Affiliates on a basis that does not permit identification of the Affiliate-specific information; provided that in no event will any such information be used by any such employee or consultant in a manner that adversely affects the competitive position of the CDMA Products and Services in relation to the iDEN Products and Services in the Service Area. Sprint will not make any external or public disclosure of the Affiliate's subscriber and financial information, unless such information is aggregated with subscriber and financial information of the other Sprint PCS Affiliates on a basis that does not permit identification of the Affiliate-specific information.

(e) Network Performance. Sprint will not allow network performance data and Format C reports provided by the Affiliate to Sprint (or otherwise generated by Sprint or any other party and relating to the Affiliate) to be reviewed by employees of, or consultants to, Sprint Corporation and its Subsidiaries or Related Parties other than the Affiliate Group and employees whose function relates primarily to CDMA Network performance (who will not use the information for any other purpose), unless such information is aggregated with information from the other Sprint PCS Affiliates on a basis that does not permit identification of the Affiliate-specific information. However, Sprint will be permitted to use Format C reports provided by the Affiliate (or otherwise generated by Sprint and relating to the Affiliate) to update coverage maps and to disclose such coverage maps consistent with past practice.

(f) Handset Logistics. Sprint will not allow handset logistical data and related forecasts provided by the Affiliate to Sprint (or otherwise generated by Sprint or any other party and relating to the Affiliate) to be reviewed and used by employees of, or consultants to, Sprint Corporation and its Subsidiaries or Related Parties other than the Affiliate Group and employees

whose function relates primarily or is necessary to the procurement of handsets (who will not use the information for any other purpose), unless such information is aggregated with handset logistical data and related forecasts of the other Sprint PCS Affiliates on a basis that does not permit identification of the Affiliate-specific information.

(g) Business Forecasts. Sprint will not allow business forecast data provided by the Affiliate to Sprint (or otherwise generated by Sprint or any other party and relating to the Affiliate) to be reviewed by employees of, or consultants to, Sprint Corporation and its Subsidiaries or Related Parties other than the Affiliate Group and employees who need to have such information for operational reasons (e.g., determining capacity needs for shared network elements), who will not use the information for any other purpose. However, such data may be reviewed by other employees after it has been aggregated with data of the other Sprint PCS Affiliates on a basis that does not permit identification of the Affiliate-specific information.

(h) Business Accounts Data. Sprint will not share any information regarding CDMA Customers' business accounts with any consultants or with any employees other than the Affiliate Group and employees who need to have such information for operational reasons (and who will not use the information for any other purpose). All CDMA Customers' business accounts (other than national accounts) shall only be serviced by the Affiliate, and the CDMA service of national accounts headquartered in the Service Area shall continue to be serviced by Sprint and the applicable Affiliate consistent with past practice.

Section 2.2 CDMA Products and Services. Sprint and its Subsidiaries will not use the iDEN Network in the Service Area or any spectrum in the Service Area owned by Nextel or its Subsidiaries to provide CDMA Products and Services. For purposes of clarification, the parties intend the above provision to apply (without limitation) to the G block 1.9 GHz spectrum to be obtained by Nextel, in addition to Nextel's other spectrum.

Section 2.3 Dual Mode Handsets. Sprint and its Subsidiaries will not offer or sell, directly or indirectly, any dual mode CDMA/iDEN handsets in the Service Area, nor will Sprint or its Subsidiaries offer or sell, directly or indirectly, any dual mode CDMA/iDEN handsets in any areas nationwide other than the Service Area unless such handsets are programmed to use the Affiliate's CDMA Network in the Service Area on the first priority basis prior to using the iDEN Network in the Service Area (i.e., all such handsets shall "prefer" the Affiliate's CDMA Network).

Section 2.4 Distribution. Sprint will not, and will not permit any of its Subsidiaries to, sell CDMA Products and Services in the Service Area in any retail store locations owned or operated by Sprint, Nextel or any of their Subsidiaries, agent retail stores controlled by Sprint, Nextel or any of their Subsidiaries or through business sales representatives (other than with respect to national accounts, who are subject to Section 2.8) employed by Sprint, Nextel or any of their Subsidiaries (collectively, "Nextel Distribution Points"). Sprint will not, and will not permit any of its Subsidiaries to, sell CDMA Products and Services through national retailers in the Service Area other than through its National Distribution Program provided for in Section 4.1 of the Management Agreement. Sprint will implement mechanisms whereby users accessing any website operated by Sprint will first encounter an opening page that will give the user the option to select CDMA Products and Services or iDEN Products and Services (provided that the prompt

to select iDEN Products and Services will be of equal or lesser prominence than the prompt to select CDMA Products and Services), and will direct all users selecting the prompt for CDMA Products and Services to an internet-based marketing site handling only CDMA Products and Services.

Section 2.5 Use of Brands in Service Area. Sprint will not, and will not permit any of its Subsidiaries to, change the branding on the outside or inside of any Nextel Distribution Point in the Service Area, including without limitation signage (inside or outside), uniforms, business cards, point-of-sale materials, collateral and displays; provided, that with respect to collateral only, the Affiliate acknowledges the possibility that there may occur limited, de minimis violations of this sentence, in which case upon written or telephonic notice from the Affiliate, Sprint shall use its commercially reasonable efforts to promptly remove the offending collateral or otherwise remedy the situation. However, Sprint-branded collateral will appear in connection with iDEN Products and Services in national retailers but Sprint will immediately commence its commercially reasonable efforts to cause the use and presence of such collateral to comply with the prior sentence as soon as practicable, but in any event by October 1, 2005. In addition, iDEN handsets (including packaging) offered for sale or sold directly or indirectly (including by or through national retailers) in the Service Area will not be labeled with the word "Sprint" or any logo associated therewith (including the red diamond or the new yellow "pin drop" logo, or any new logo or branding) (the "Sprint Brands"). All other materials or items used in the marketing or sale of iDEN Products and Services by or through national retailers in the Service Area shall not utilize or include the Sprint Brands.

Section 2.6 Affiliate Group. The Affiliate Group will not be involved with any planning, marketing or operations relating to iDEN Products and Services, other than with respect to other Sprint PCS Affiliates that elect to sell iDEN Products and Services.

Section 2.7 Advertising and Marketing.

(a) Sprint will not, and will not permit any of its Subsidiaries to, purchase advertising from any Local Media to promote specific iDEN Products and Services or the iDEN Network using the Sprint Brands, and will not permit any other party to advertise or otherwise promote in Local Media specific iDEN Products and Services or the iDEN Network using the Sprint Brands in the Service Area.

(b) Any print advertising not prohibited by Section 2.7(a) that uses the Sprint Brands to promote specific iDEN Products and Services or the iDEN Network and that is reasonably likely to be seen by consumers in the Service Area will contain a disclaimer to the effect that such iDEN Products and Services are available only at participating retail locations.

(c) Sprint will not, and will not permit its Subsidiaries to, undertake any new local pricing plans with respect to iDEN Products and Services in the Service Area that are unique to the Service Area and inconsistent with Sprint's nationwide pricing plans for iDEN Products and Services.

(d) Sprint will not, and will not permit any of its Subsidiaries to, make any promotional offers to CDMA Customers in the Service Area that are intended, or could

reasonably be expected, to induce or otherwise encourage such CDMA Customers to reduce or cease the use of CDMA Products and Services in favor of iDEN Products and Services (e.g., awarding free iDEN handsets to CDMA Customers who turn in their CDMA handsets).

(e) Sprint will avoid, and will cause its Subsidiaries to avoid, sending any direct mail or engaging in outbound telemarketing targeted for or into the Service Area that uses the Sprint Brands to promote iDEN Products and Services; provided that the Affiliate recognizes that Sprint's systems will not permit total elimination of such marketing and that an immaterial de minimis amount of such marketing might occur in the Service Area. Upon written notice from the Affiliate that such immaterial de minimis marketing is occurring in the Service Area, Sprint will promptly use its commercially reasonable efforts to reduce such marketing to negligible levels.

(f) Nothing in this Agreement will prohibit Sprint from sending to customers an announcement of the Sprint Nextel Merger that does not promote any specific product or service.

Section 2.8 National Accounts. The parties acknowledge that Nextel and Sprint (together with the Sprint PCS Affiliates) currently maintain separate and distinct "national accounts" programs. Sprint shall (following the Sprint Nextel Merger), and shall cause its Subsidiaries to, maintain separate national accounts teams for CDMA Products and Services and iDEN Products and Services with respect to national accounts headquartered in the Service Area, and no manager or member of Sprint's national accounts team for CDMA Products and Services shall market any iDEN Products and Services to national accounts headquartered in the Service Area.

Section 2.9 Customer Transfers.

(a) Sprint will not utilize any review and/or approval rights under the Trademark License Agreements, the Marketing Communication Guidelines or other applicable provisions of the Management Agreement to interfere with the Affiliate's efforts to market CDMA Products and Services to iDEN Customers in the Service Area.

(b) Sprint will not waive or reduce below current levels any termination fees or other amounts payable by a customer in the Service Area in order to facilitate any CDMA Customer's transfer from CDMA Products and Services to iDEN Products and Services.

(c) Neither Sprint nor Nextel will increase or add any fees payable by a customer in the Service Area who desires to switch to a CDMA Product and Service from an iDEN Product and Service in the Service Area unless such increased or added fee would also apply to a customer switching from a CDMA Product and Service to an iDEN Product and Service in the Service Area.

Section 2.10 Nextel Partners.

(a) Sprint agrees that if Sprint and its Related Parties at any time own, directly or indirectly, 50% or more of the voting stock of Nextel Partners, Inc. or any successor to its

business ("Nextel Partners"), Sprint shall cause Nextel Partners to be bound hereby by executing an addendum to this Agreement. Upon the execution of such addendum, Nextel Partners shall be bound hereby, and shall have the same rights and obligations hereunder as Sprint. Within five (5) Business Days of the date Sprint becomes the direct or indirect owner of 50% or more of the voting stock of Nextel Partners, Sprint shall deliver to the Affiliate a fully executed addendum hereto as described above, whereupon the Affiliate shall countersign such addendum. If Sprint fails to deliver such addendum, the Affiliate may elect to terminate this Agreement, which shall constitute its sole remedy under this Agreement for such failure or for any failure of Nextel Partners and its Subsidiaries to comply with this Agreement prior to such time as Sprint Corporation directly or indirectly owns 100% of the voting stock of Nextel Partners (it being understood that nothing in this Agreement shall be construed as restricting the Affiliate's ability to claim a breach of the Management Agreement by reason of Sprint Corporation's acquisition of greater than 50% of the voting stock of Nextel Partners or the activities of Nextel Partners following such acquisition).

(b) Until such time as Sprint and its Related Parties acquires 100% of the voting stock of Nextel Partners, Nextel Partners will not have access to any Confidential Information.

(c) The Affiliate Group will not be involved with any planning, marketing, operations or any other aspects of Sprint's relationship with Nextel Partners regarding iDEN Products and Services, either prior to or following any acquisition by Sprint of any additional ownership interest in Nextel Partners.

(d) Sprint will not permit the use of the Sprint Brands by Nextel Partners, unless ordered to do so by the final order of a court of competent jurisdiction. In the event Sprint is so ordered, the Affiliate may elect to terminate this Agreement.

(e) The parties acknowledge that for purposes of this Agreement (and only for purposes of this Agreement), Nextel Partners shall not be considered to be a "Related Party" of Sprint or Nextel until such time as it becomes a Subsidiary of Sprint. The parties agree that the preceding sentence addresses only the use of the term "Related Party" in this Agreement and has no bearing on the separate issue of whether Nextel Partners will be a "Related Party" of Sprint under the Management Agreement any time after the Sprint-Nextel Merger closes. Thus, this Section shall not be used in any proceeding in an attempt to argue or prove whether Nextel Partners is or will be a "Related Party" of Sprint under the Management Agreement.

ARTICLE II I

COVENANTS BY THE AFFILIATE

Section 3.1 Agreement Not to Sue. From and after the date hereof, so long as this Agreement remains in effect, neither the Affiliate nor any of its Subsidiaries or Related Parties will initiate any injunctive or equitable relief against Sprint or Nextel or any of their Subsidiaries related to (i) the Sprint Nextel Merger and actions taken or to be taken by Sprint and Nextel and their Subsidiaries in connection therewith or (ii) conduct of the type restricted by this Agreement

that is not prohibited by this Agreement (each, a "Prohibited Claim"); provided that neither Sprint, Nextel, nor any of their Subsidiaries or Related Parties asserts against the Affiliate or any of its Subsidiaries claims of any type related to any Prohibited Claim. This Section does not limit or modify the Affiliate's right to seek injunctive or other equitable relief as provided in Section 4.6 or injunctive or other equitable relief for conduct other than of the type specified in this Agreement, which conduct could reasonably be expected to have a material effect on the business of the Affiliate. The Affiliate further agrees, on behalf of itself and its Subsidiaries, that it will not seek to enjoin the consummation of the Sprint Nextel Merger.

Section 3.2 Nonwaiver of Affiliate's Claims, Rights, and Remedies. Under this Agreement, Affiliate does not waive, limit, or modify, in any respect, Affiliate's rights to pursue any and all rights, claims, remedies, and damages against Sprint and its Subsidiaries and Related Parties to the fullest extent permissible by law after the end of the Term of this Agreement.

ARTICLE IV

TERMS OF GENERAL APPLICABILITY

Section 4.1 Term. Unless earlier terminated pursuant to Section 2.10(a), 2.10(d) or Section 4.2, this Agreement will terminate on January 1, 2006.

Section 4.2 Termination; Cure Period. At the election of the Affiliate, this Agreement may be terminated upon the material breach by Sprint of this Agreement if the breach is not cured within five (5) Business Days after Sprint's receipt of written notice of the breach from the Affiliate.

Section 4.3 No Breach of the Management Agreement. This Agreement, and the covenants of Sprint contained herein, do not constitute an admission by Sprint that it has breached, or will breach, any provision of the Management Agreement, nor does this Agreement, or any of its terms or provisions, constitute an admission by Sprint or Nextel as to the scope of any party's rights or obligations under the Management Agreement. Moreover, the provisions of this Agreement are not intended in any way to constitute an admission by Sprint or the Affiliate that any of its actions under this Agreement were necessary to comply with or avoid any breach of the Management Agreement. This Agreement is (a) being entered into for the purpose of resolving certain differences and possible disputed claims between the parties and (b) entitled to all protections afforded by any applicable rules of evidence analogous to Federal Rule of Evidence 408.

Section 4.4 Confidential Information. Each of the covenants by Sprint contained in Section 2.1 and Section 2.10(b) applies only to the extent the information that is the subject of such section constitutes Confidential Information that is and remains subject to the restrictions of Section 12.2 of the Management Agreement, whether such Confidential Information is provided to or generated by Sprint prior to or after the execution of this Agreement and the completion of the Sprint Nextel Merger. This Agreement is subject to any limited prior consents that the Affiliate may have granted to Sprint for the disclosure of Confidential Information to certain specified third parties, such as VirginMobile.

Section 4.5 Exceptions. Notwithstanding the restrictions contained in this Agreement, Sprint may disclose financial and related information on a need to know basis to employees outside the Affiliate Group to (a) analyze any proposed amendment to any of the Management Agreement or any other transaction involving the parties (a "Reaffiliation") and (b) fulfill the terms of the Management Agreement and all related agreements between the parties ("Existing Agreement Commitments"), except that such information will be used only to evaluate the proposed Reaffiliation or to fulfill Existing Agreement Commitments, as the case may be, and in each case will not be made available to any employee whose function relates primarily to the strategic planning for the iDEN Network or iDEN Products and Services, engineering or network operations for the iDEN Network, or sale or marketing of iDEN Products and Services. In addition, the restrictions contained in Section 2.1 will not restrict Sprint's use of information to which Section 2.1 would otherwise apply solely to address non-compliance by the Affiliate with the Management Agreement and related agreements.

Section 4.6 Enforcement. Each party may pursue injunctive or other equitable relief for breach of this Agreement, but shall not be entitled to seek damages for breach of this Agreement. This Section will not limit or modify in any respect Sprint's or the Affiliate's rights to pursue damages on any claim for breach of any other contract or agreement, including but not limited to breach of the Management Agreement.

Section 4.7 Tolling Of Claims. The parties agree that during this Agreement, the running of time under any applicable statute of limitations which may apply to any of Affiliate's claims, including, but not limited to any claims arising under the Management Agreement, shall be tolled from the last date of execution of this Agreement until the expiration of the Agreement and that such period of time shall not be relied upon by Sprint or its Subsidiaries or Related Parties in any claim of laches or as part of any other defense to any action commenced by Affiliate.

ARTICLE V

MISCELLANEOUS

Section 5.1 General. Sections 17.2 (Construction), 17.4 (Further Action), 17.9.1 (Waivers--General), 17.13 (Severability), 17.18 (Disclaimer of Agency), 17.19 (Independent Contractors) and 17.21 (General Terms) of the Management Agreement are incorporated into this Agreement mutatis mutandis.

Section 5.2 Notices.

(a) Any notice, payment, invoice, demand or communication required or permitted to be given by any provision of this Agreement must be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested), sent by hand or overnight courier, charges prepaid or sent by facsimile (with acknowledgement received), and addressed as described below, or to any other address or number as the person or entity may from time to time specify by written notice to the other parties. All notices and other communications given to a party in accordance with the provisions of this Agreement will be deemed to have been given when received.

(b) For Sprint:

Sprint Corporation
6200 Sprint Parkway
Overland Park, KS 66251
Telecopier: (913) 523-9802
Attention: Charles R. Wunsch
Vice President Law, Corporate Transactions

with a copy to:

King & Spalding LLP
191 Peachtree Street
Atlanta, GA 30303
Telecopier: (404) 572-5100
Attention: Michael J. Egan

(c) For the Affiliate:

Shenandoah Personal Communications Company
500 Shentel Way
P.O. Box 459
Edinburg, VA 22824
Telecopier: (540) 984-8192
Attention: Jonathan R. Spencer
General Counsel

Section 5.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior agreements, oral or written, and other communications between the parties relating to the subject matter of this Agreement; provided that this Agreement is not intended to amend or affect in any way the Management Agreement and any other agreements entered into in connection with the Management Agreement.

Section 5.4 Binding Effect. Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of the parties and their respective and

permitted successors, transferees, and assigns, including any permitted successor, transferee or assignee of the Service Area Network or of the License.

Section 5.5 Expense. Each party bears the expense of complying with this Agreement.

Section 5.6 Governing Law, Jurisdiction and Consent to Service of Process.

(a) Governing Law. The internal laws of the State of Delaware (without regard to principles of conflicts of law) govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

(b) Jurisdiction; Consent to Service of Process.

(i) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the sole and exclusive jurisdiction of any state or federal court of the State of Delaware and any appellate court from any such court, in any suit, action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment. Each party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Delaware court.

(ii) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any state or federal court in the State of Delaware. Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and further waives the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over such party.

Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this Agreement, provided that such service will be deemed to have been given only when actually received by such party. Nothing in this Agreement will affect the right of a party to serve process in another manner permitted by law.

Section 5.7 Waiver of Jury Trial.

(a) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTER CLAIM, THIRD PARTY CLAIM OR OTHERWISE. This Section will not limit or modify in any respect the rights, if any, a party may have to a jury trial in an action, suit, or proceeding for breach of any other contract or agreement or for tortious conduct or any statutory violation causing the breach of any other contract or agreement, including but not limited the Management Agreement.

(b) The agreement of each party to waive its right to a jury trial under this Section will be binding on its successors and assigns and will survive the termination of this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers as of the date first above written.

SPRINT CORPORATION

Name:
Title:

WIRELESSCO L.P.

Name:
Title:

SPRINT COMMUNICATIONS
COMPANY LP.

Name:
Title:

SPRINT TELEPHONY PCS, L.P.

Name:
Title:

SPRINT SPECTRUM L.P.

Name:
Title:

SPRINT PCS LICENSE, L.L.C.

Name:
Title:

APC PCS, L.L.C.

Name:
Title:

PHILLIE CO, L.P

Name:
Title:

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

Name: Christopher E. French
Title: President