~~and (iv) other amounts identified in this agreement as not included in Billed Revenue (these Customer accounts being "Manager Accounts").~~ Replaced with § 3 of ADD VIII

Billed Revenue does not include new activity billed to the Customer solely to recover costs incurred by Sprint PCS, Manager or both related solely to such new activity. Manager and Sprint PCS will share the revenues from this billing in proportion to the costs they incur.

For purposes of clarification, the parties have in place procedures to assign Customers to CSAs and expect those procedures to remain in place after the Effective Date.

If Sprint PCS or Manager develops products or services that bundle Sprint PCS Products and Services with other products or services (*e.g.*, local service or broadband wireline service), then Sprint PCS and Manager will use commercially reasonable efforts to agree on the proper allocation of revenue, bad debt expenses, credits and promotions for the bundled products and services. To the extent that such bundled services are included on the same Customer invoice, the parties will negotiate in good faith to determine how credits, deposits and payments for such services are to be applied. If the parties are unable to agree, Manager may decline to participate in the bundling of such services.

Sprint PCS will reasonably determine the amount of credits applied to Manager Accounts during the Billed Month (**"Customer Credits"**).

"Net Billed Revenue" for a Billed Month is the amount of the Billed Revenue less the Customer Credits.

The "**Fee Based on Billed Revenue**" for a Billed Month is equal to 92% of (a) Net Billed Revenue, less (b) the Allocated Write-offs for Net Billed Revenue.

~~*10.2.2 Outbound Roaming Fee.* Sprint PCS will pay to Manager a fee equal to the amount of Outbound Roaming Fees that Sprint PCS or its Related Parties bills to Manager Accounts, less the Allocated Write-offs for Outbound Roaming Fees. For purposes of clarification, Sprint PCS will settle separately with Manager the direct cost of providing the capability for the Outbound Roaming, including any amounts payable to the carrier that handled the roaming call and the clearinghouse operator for Outbound Roaming.~~ Replaced with § 14 of ADD VII

10.2.3 Phase II E911 Surcharges. Sprint PCS will pay to Manager a fee equal to a portion of the E911 Phase II Surcharges (attributable to incremental costs for Phase II E911, including but not limited to related handset costs, routing costs, implementation costs, trunks and testing costs, and anticipated write-offs for bad debt) billed during the Billed Month to Customers with an NPA-NXX assigned to the Service Area, less the Allocated Write-offs for that portion of E911 Phase II Surcharges in the Billed Month. The portion of the

billed amount attributed to Manager will be based on Manager's proportional cost (as compared to Sprint PCS' proportional cost) to comply with Phase II of the E911 requirements. Sprint PCS will determine from time to time the rate billed to Customers related to Phase II E911 and the portion payable to Manager.

10.2.4 Wireless Local Number Portability Surcharges. Sprint PCS will pay to Manager a fee equal to a portion of the Wireless Local Number Portability Surcharges (**"WLNP Surcharges"**) billed during the Billed Month to Customers with an NPA-NXX assigned to the Service Area, less the Allocated Write-offs for that portion of the WLNP Surcharges in the Billed Month. The portion of the billed amount attributed to Manager will be based on Manager's proportional cost (as compared to Sprint PCS' proportional cost) to comply with Wireless Local Number Portability requirements. Sprint PCS will determine from time to time the rate billed to Customers related to WLNP Surcharges and the portion payable to Manager.

10.2.5 Customer Equipment Credits. Sprint PCS will apply as a credit to any other fees under this section 10.2 owing by Sprint PCS to Manager an amount equal to the amount of the Customer Equipment Credits less the Allocated Write-offs for Customer Equipment Credits.

§ 10.2.7 AMENDED BY ADD. X

10.2.6 Write-offs for Customer Equipment Charges. Sprint PCS will apply as a credit to any other fees under this section 10.2 owing by Sprint PCS to Manager an amount equal to the amount of the Allocated Write-offs for Customer Equipment Charges.

Section 10.2.7 (SEE §4 of ADD ~~VIII~~) SEE §3 OF ADD ~~IX~~

§§ 10.2.7.1 10.2.7.2 ADDED BY ADD IX

§ 10.2.7.3 ADDED BY ADD XI

§ 10.2.7.4 ADDED BY ADD XII

§ 10.2.7.5 ADDED BY ADD XIV

10.3 Definitions used in fee calculations

10.3.1 Write-offs. Sprint PCS will determine, in its reasonable discretion, the amounts written off net of deposits applied (the **"Write-offs"**) in the Sprint PCS billing system during the Billed Month relating to Manager Accounts.

10.3.2 Billed Components. Each of the following amounts is referred to as a **"Billed Component"** and collectively they are referred to as the **"Billed Components"**.

10.3.2.1 *Net Billed Revenue.* The amount determined as described in section 10.2.1.

10.3.2.2 *Customer Equipment Credits.* ~~The reductions of amounts billed to Manager Accounts related to the sale of handsets and handset accessories from Sprint PCS inventory are referred to as "Customer Equipment Credits".~~ This is a negative amount that reduces the Amount Billed (Net of Customer Credits).

Replaced with §5 of ADD VIII

10.3.2.3 *100% Affiliate Retained Amounts.* The amounts referred to as "100% Affiliate Retained Amounts" on Exhibit 10.3, to

which Manager is entitled to 100% of the amounts that Customers are billed for such items.

10.3.2.4 *100% Sprint PCS Retained Amounts*. The amounts referred to as "100% Sprint PCS Retained Amounts" on Exhibit 10.3, to which Sprint PCS is entitled to 100% of the amounts that Customers are billed for such items.

10.3.2.5 *Customer Equipment Charges*. The amounts that Sprint PCS bills to Manager Accounts for subscriber equipment and accessories sold or leased are referred to as **"Customer Equipment Charges"**.

Replaced with §6 of ADD VII

10.3.2.6 *E911 Phase II Surcharges*. The amounts that Sprint PCS bills to Manager Accounts to recover all costs related to Phase II E911 functionality are referred to as **"E911 Phase II Surcharges"**.

10.3.2.7 *USF Charges*. The amounts that Sprint PCS bills to Manager Accounts relating to Universal Service Funds are referred to as **"USF Charges"**.

10.3.2.8 *WLNP Surcharges*. The amounts that Sprint PCS bills to Manager Accounts to recover costs related to WLNP activities.

10.3.3 Amount Billed (Net of Customer Credits). The **"Amount Billed (Net of Customer Credits)"** for a Billed Month is equal to the sum of the Billed Components.

10.3.4 The Allocated Write-offs. The **"Allocated Write-offs"** for all or a portion of a Billed Component in a Billed Month is the Write-offs for the Billed Month times the amount of the Billed Component (or portion thereof) divided by the Amount Billed (Net of Customer Credits).

10.4 Other Fees and Payments. Sprint PCS and Manager will pay to each other the fees and payments described below:

§10.4 replaced with §15 of ADD VII

10.4.1 Inter Service Area Fees and Reseller Customer Fees.

10.4.1.1 *Inter Service Area Fee and Reseller Customer Fee Paid*. Manager will pay to Sprint PCS an Inter Service Area Fee as set forth in this section 10.4.1 for each billed minute or kilobyte of use that a Customer with an NPA-NXX assigned to the Service Area uses a portion of the Sprint PCS Network other than the Service Area Network. Sprint PCS will pay to Manager an Inter Service Area Fee for each billed minute or kilobyte of use that a Customer whose NPA-NXX is not assigned to the Service Area Network uses the Service Area Network.

(a) Sprint PCS will pay to Manager the fees set forth in this Section 10.4.1 for each billed minute or kilobyte of use that a Reseller

Customer uses the Service Area Network unless otherwise negotiated (such fees are referred to in this agreement as **"Reseller Customer Fees"**):

(i) with respect to arrangements between Sprint PCS and resellers in existence as of April 1, 2004 that Manager has opted into, other than Virgin Mobile USA, the amount of fees set forth in subsections 10.4.1.2 and 10.4.1.3, and with respect to Virgin Mobile USA, the amount of fees set forth in Program Requirement 3.5.2 – VMU; except, that the resale arrangement between Sprint PCS and Virgin Mobile USA will each be treated as a new resale arrangement and subject to the compensation set forth in section 10.4.1.1(a)(ii) or (iii), whichever is applicable, if continued after the expiration of the initial term of the arrangement;

(ii) with respect to arrangements between Sprint PCS and resellers that are entered into after April 1, 2004 and before January 1, 2007, or that are renewed or extended during that period, the amount of fees collected by Sprint PCS from the resellers as payment for the Reseller Customer's use of the Service Area Network; and

(iii) with respect to arrangements between Sprint PCS and resellers that are entered into, renewed or extended during the three-year period beginning on January 1, 2007, or a subsequent three-year period beginning on the third anniversary of the beginning of the previous three-year period, the amount of fees determined as described in section 10.4.1.1(c).

(b) With respect to resale arrangements described in section 10.4.1.1(a)(ii), Sprint PCS will give Manager Manager's proportional share of (i) any cash payments, in addition to the reseller rate, relating specifically to the resale arrangements (other than those cash payments for reimbursement of expenses incurred to implement the resale arrangement), and (ii) to the extent reasonably able to be made available to Manager, non-cash payments relating specifically to the resale arrangements. For purposes of clarification, payments made to Sprint PCS by the other party to a resale arrangement to reimburse Sprint PCS for actual costs incurred to implement some aspect of the resale arrangement are not cash or non-cash payments subject to this section. Each resale arrangement will provide that the other party to the resale arrangement will reimburse Manager for Manager's actual costs incurred to implement the resale arrangement if (A) Sprint PCS obtains from the other party to the resale arrangement a commitment for that party to reimburse Sprint PCS for Sprint PCS' actual costs of implementing the resale arrangement and (B) Sprint PCS reasonably expects Manager to incur actual costs in implementing the resale arrangement for the reseller.

If the reseller is a Related Party of Sprint PCS, then Sprint PCS, Manager and all Other Managers must agree on the Reseller Customer Fee to be paid by Sprint PCS to Manager and all Other Managers and any proportional

sharing of any other cash and non-cash payments. If Manager does not so agree in writing with any such reseller arrangement with a Related Party of Sprint PCS, then Manager will have no obligation to opt into or support such reseller arrangement.

(c) For each three-year period described in section 10.4.1.1(a)(iii):

(i) Sprint PCS will give Manager proposed terms, fees and conditions applicable to Manager's participation in resale arrangements by October 31 of the calendar year before the calendar year in which the then current reseller period ends (e.g., the initial reseller period ends on December 31, 2006 so the amount has to be presented by October 31, 2005). Manager's representative and the Sprint PCS representative will begin discussions regarding the proposed terms, fees and conditions applicable to Manager's participation in resale arrangements within 20 days after Manager receives the proposed terms, fees and conditions applicable to Manager's participation in resale arrangements from Sprint PCS.

(ii) If the parties do not agree on the new terms, fees and conditions applicable to Manager's participation in resale arrangements within 30 days after the discussions begin, then Manager may escalate the discussion to the Sprint PCS Chief Financial Officer or Sprint Spectrum may escalate the discussion to Manager's Chief Executive Officer or Chief Financial Officer.

(iii) If the parties cannot agree on the new terms, fees and conditions applicable to Manager's participation in resale arrangements through the escalation process within 20 days after the escalation process begins, then without Manager's prior written consent, Manager will not be required to participate in any resale arrangement that is entered into by Sprint PCS, or renewed or extended, after the Required Resale Participation Period. Manager will, however, continue to allow resellers with executed contracts under resale arrangements existing prior to or entered into, renewed or extended during the Required Resale Participation Period, with which Manager opted into or was required to participate under this agreement, to activate subscribers with an NPA-NXX assigned to Manager's Service Area and support such resellers throughout the then remaining term of their resale arrangement with Sprint PCS, including any applicable renewal terms and phase out periods. Manager will continue to receive Reseller Customer Fees with respect to such resale arrangements at the same rates in effect at the end of the Required Resale Participation Period.

Sprint PCS may not amend, modify or change in any manner the Inter Service Area Fees between Sprint PCS and Manager or Reseller Customer Fees and other matters set forth in this section 10.4.1 without Manager's prior written consent, except as expressly provided in this section. For purposes of clarification, the parties do not intend the above sentence to limit Sprint PCS' ability to negotiate fees with resellers.

Sprint PCS will not be obligated to pay Manager those Inter Service Area Fees not received by Sprint PCS from an Other Manager who is a debtor in a bankruptcy proceeding with respect to Inter Service Area Fees that Sprint PCS owes Manager because of CSAs assigned to such Other Manager's Service Area traveling in the Service Area. For clarification purposes, Sprint PCS does not have to advance the Inter Service Area Fees for the Other Manager who is involved in the bankruptcy proceeding to Manager, to the extent that the Other Manager fails to pay the Inter Service Area Fees. Manager bears the risk of loss of the Other Manager who is involved in the bankruptcy proceeding not paying the Inter Service Area Fees to Sprint PCS.

If relief is ordered under title 11 of the United States Code for an Other Manager or an Other Manager files a voluntary petition for relief under title 11 of the United States Code and such Other Manager fails to pay to Sprint PCS amounts that such Other Manager owes to Sprint PCS with respect to the Inter Service Area Fees for travel into Manager's Service Area, Sprint PCS will immediately assign to Manager any claim Sprint PCS has against the Other Manager who is a debtor in a bankruptcy proceeding for those amounts owed with respect to Inter Service Area Fees for travel in Manager's Service Area. Sprint PCS agrees to take all actions necessary to effect this assignment of rights to Manager, and further agrees that Manager will not be responsible for any expenses related to such assignment.

Sprint PCS will use reasonable efforts to obtain the right to setoff Inter Service Area Fee amounts owing to an Other Manager who is a debtor in a bankruptcy proceeding. To the extent that, on the date such Other Manager files for relief under title 11 of the United States Code, Sprint PCS owes Inter Service Area Fees to Other Manager and Other Manager owes Inter Service Area Fees to Sprint PCS for travel into Manager's Service Area, Sprint PCS will refrain from paying such Inter Service Area Fees to Other Manager, absent a court order specifically directing the turnover of such funds to Sprint PCS. Sprint PCS will give Manager reasonable notice of any motion seeking such turnover. Sprint PCS will oppose such motion or authorize Manager to oppose such motion on Sprint PCS' behalf.

To the extent that, on the date (the "Petition Date") such Other Manager files for relief under title 11 of the United States Code, Sprint PCS owes Inter Service Area Fees to Other Manager for travel by Customers assigned to Manager's Service Area into such Other Manager's service area, and such Other Manager owes Inter Service Area Fees to Sprint PCS for travel by

Customers assigned to such Other Manager's service area into Manager's Service Area, Sprint PCS will refrain from paying such Inter Service Area Fees to Other Manager, absent a court order specifically directing the turnover of such funds to Sprint PCS. Sprint PCS will give Manager reasonable notice of any motion seeking such turnover. Sprint PCS will oppose such motion or authorize Manager to oppose such motion on Sprint PCS' behalf.

Sprint PCS will use reasonable efforts to obtain a court order allowing Sprint PCS to exercise the setoff of Inter Service Area Fee amounts, accruing prior to the Petition Date, owing to an Other Manager who is a debtor in a bankruptcy proceeding, against Inter Service Area Fee amounts, accruing prior to the Petition Date, owing by such Other Manager to Sprint PCS.

Sprint PCS will use reasonable efforts to setoff Inter Service Area Fee amounts, accruing on and after the Petition Date, owing to such Other Manager against Inter Service Area Fee amounts, accruing on and after the Petition Date, owing by such Other Manager to Sprint PCS, in a timely manner, absent a court order specifically prohibiting Sprint PCS from exercising such setoff. Sprint PCS will give Manager reasonable notice of any motion seeking such prohibition. Sprint PCS will oppose such motion or authorize Manager to oppose such motion on Sprint's behalf.

If Sprint PCS receives any amounts from an Other Manager who is a debtor in a bankruptcy proceeding with respect to Inter Service Area Fees for travel into the Service Area, Sprint PCS will immediately remit those amounts to Manager.

If a court order allows Sprint PCS to setoff amounts it owes an Other Manager who is a debtor in a bankruptcy proceeding with amounts that such Other Manager owes Sprint PCS, then:

(a) Sprint PCS will distribute any setoff amounts relating to Inter Service Area Fees to Manager, all Other Managers and Sprint PCS on a pro rata basis;

(b) Sprint PCS will use all setoff amounts not related to Inter Service Area Fees to setoff all other amounts not related to Inter Service Area Fees that such Other Manager owes Sprint PCS; and

(c) Sprint PCS will distribute any setoff amounts not related to Inter Service Area Fees to Manager, all Other Managers and Sprint PCS on a pro rata basis only if (i) the Other Manager who is a debtor in a bankruptcy proceeding still owes Inter Service Area Fees to Manager, any Other Manager and Sprint PCS and (ii) all amounts that such Other Manager owes

Sprint PCS, other than Inter Service Area Fees, are completely setoff against the amounts Sprint PCS owes such Other Manager.

The pro rata calculation will be the Inter Service Area Fees owed to Manager divided by aggregate amount of all Inter Service Area Fees owed to Manager, all Other Managers and Sprint PCS. However, the pro rata amount owed to Manager will be reduced by any amount relating to Inter Service Area Fees that Manager collected through the bankruptcy proceeding. If Manager, through the pro rata distribution described above and any individual collection efforts by Manager, collects more than the pro rata amount to which it is entitled for Inter Service Area Fees using the above pro rata calculation, Manager will immediately pay that excess amount to Sprint PCS and Sprint PCS will distribute the excess amount to the Other Managers and Sprint PCS in accordance with the above pro rata calculation.

If relief is ordered under title 11 of the United States Code for Sprint PCS or Sprint PCS files a voluntary petition for relief under title 11 of the United States Code, then Sprint PCS will be deemed a trustee for Manager's benefit with respect to any Inter Service Area Fees that Sprint PCS collects from Other Managers for travel into Manager's Service Area, and Sprint PCS has no rights to Manager's portion of such Inter Service Area Fees.

Manager acknowledges that if the manner in which the CSAs are assigned changes because of changes in the manner in which the NPA NXX is utilized, the manner in which the Inter Service Area Fees and Reseller Customer Fees, if any, will be changed accordingly.

10.4.1.2 *Voice and 2G Data Rate*. The amount of the Inter Service Area Voice and 2G Data Fee and Reseller Customer Voice and 2G Data Fee for arrangements between Sprint PCS and resellers in existence as of April 1, 2004, will be as follows:

(a) The Inter Service Area Voice and 2G Data Fee for each billed minute of use that a Customer uses an Away Network (the **"Voice and 2G Standard Travel Rates"**) and the Reseller Customer Fee for each billed minute of use that a Reseller Customer uses the Service Area Network, will be $0.058 from the Effective Date of Addendum V to December 31, 2006, except as described below in section 10.4.1.2(b).

(b) The following describes the conditions in which either the "Adjusted Travel Rate" alternative fee arrangement described below in (i) or the "Cumulative Travel Fees" alternative fee arrangement described below in (ii) will apply rather than the Inter Service Area Voice and 2G Data Fee described in section 10.4.1.2(a). Manager must elect by delivering a written notice of election to Sprint PCS within 10 Business Days after Manager receives written notice from Sprint PCS that the

Voice and 2G Net Travel Amount is negative as determined in accordance with paragraph four (4) of section 10.4.1.2(b)(ii)(A), whether the "Adjusted Travel Rate" alternative fee arrangement or the "Cumulative Travel Fees" alternative fee arrangement will apply when appropriate under this section 10.4.1.2(b).

(i) Adjusted Travel Rate alternative fee arrangement.

(A) If the Voice and 2G Travel Ratio for the calendar year 2003 is less than 1.0, then the Inter Service Area Voice and 2G Data Fee for each billed minute of use that a Customer uses an Away Network and the Reseller Customer Fee for each billed minute of use that a Reseller Customer uses the Service Area Network, will be $0.058 for 2004, except that the Inter Service Area Voice and 2G Data Fee for each billed minute of use that a Customer whose NPA-NXX is assigned to the Service Area Network uses the Sprint PCS Network (excluding usage of the Away Network of the Other Managers by Customers with an NPA-NXX assigned to the Service Area Network), will be reduced to $0.0535 for the calendar year 2004 (the **"Voice and 2G Adjusted Travel Rates"**).

(B) If the Voice and 2G Adjusted Travel Rates are in effect during 2004 and the Voice and 2G Travel Ratio for 2004 is less than 1.0, then the Voice and 2G Adjusted Travel Rates will continue in effect during 2005.

If the Voice and 2G Adjusted Travel Rates are in effect during 2004 and the Voice and 2G Travel Ratio for 2004 is greater than or equal to 1.0, then the Voice and 2G Standard Travel Rates apply for 2005. Manager will pay Sprint PCS by January 31, 2005, the difference between the amount Manager paid for 2004 with the Voice and 2G Adjusted Travel Rates and the amount Manager would have paid for 2004 with the Voice and 2G Standard Travel Rates.

If the Voice and 2G Adjusted Travel Rates are not in effect during 2004 and the Voice and 2G Travel Ratio for 2004 is less than 1.0, then the Voice and 2G Adjusted Travel Rates will apply for 2005. Sprint PCS will pay Manager by January 31, 2005, the difference between the amount Manager paid for 2004 with the Voice and 2G Standard Travel Rates and the amount Manager would have paid for 2004 with the Voice and 2G Adjusted Travel Rates. If the

Voice and 2G Travel Ratio for 2004 is greater than or equal to 1.0, then the Voice and 2G Standard Travel Rates apply for 2005 and no adjustment to 2004 travel payments is necessary.

(C) If the Voice and 2G Adjusted Travel Rates are in effect during 2005 and the Voice and 2G Travel Ratio for 2005 is less than 1.0, then the Voice and 2G Adjusted Travel Rates will continue in effect during 2006.

If the Voice and 2G Adjusted Travel Rates are in effect during 2005 and the Voice and 2G Travel Ratio for 2005 is greater than or equal to 1.0, then the Voice and 2G Standard Travel Rates apply for 2006. Manager will pay Sprint PCS by January 31, 2006, the difference between the amount Manager paid for 2005 with the Voice and 2G Adjusted Travel Rates and the amount Manager would have paid for 2005 with the Voice and 2G Standard Travel Rates.

If the Voice and 2G Adjusted Travel Rates are not in effect during 2005 and the Voice and 2G Travel Ratio for 2005 is less than 1.0, then the Voice and 2G Adjusted Travel Rates will apply for 2006. Sprint PCS will pay Manager by January 31, 2006, the difference between the amount Manager paid for 2005 with the Voice and 2G Standard Travel Rates and the amount Manager would have paid for 2005 with the Voice and 2G Adjusted Travel Rates. If the Voice and 2G Travel Ratio for 2005 is greater than or equal to 1.0, then the Voice and 2G Standard Travel Rates apply for 2005 and no adjustment to 2005 travel payments is necessary.

(D) If the Voice and 2G Adjusted Travel Rates are in effect during 2006 and the Voice and 2G Travel Ratio for 2006 is greater than or equal to 1.0, then Manager will pay Sprint PCS by January 31, 2007, the difference between the amount Manager paid for 2006 with the Voice and 2G Adjusted Travel Rates and the amount Manager would have paid for 2006 with the Voice and 2G Standard Travel Rates.

If the Voice and 2G Adjusted Travel Rates are not in effect during 2006 and the Voice and 2G Travel Ratio for 2006 is less than 1.0, then Sprint PCS will pay Manager by January 31, 2007, the difference between the amount Manager paid

for 2006 with the Voice and 2G Standard Travel Rates and the amount Manager would have paid for 2006 with the Voice and 2G Adjusted Travel Rates.

(ii) Cumulative Travel Fees alternative fee arrangement.

(A) Sprint PCS will determine within 15 Business Days after the Effective Date or by January 15, 2004, which ever is later, and by January 15 of 2005 and 2006, the difference between:

(1) the amount Sprint PCS billed Manager for Inter Service Area Voice and 2G Data Fees during the previous calendar year (excluding Inter Service Area Voice and 2G Data Fees for usage of the Away Network of the Other Managers by Customers with an NPA-NXX assigned to the Service Area Network), and

(2) the amount Sprint PCS owed to Manager for Inter Service Area Voice and 2G Data Fees (excluding Inter Service Area Voice and 2G Data Fees that Sprint PCS owed to Manager during the previous calendar year for usage of the Service Area Network by Customers with an NPA-NXX assigned to the Service Area of Other Managers).

The difference between (1) and (2) is referred to as the **"Voice and 2G Net Travel Amount"**. The Voice and 2G Net Travel Amount is considered to be negative if the amount of (1) is greater than the amount of (2). The Voice and 2G Net Travel Amount is considered to be positive if the amount of (2) is greater than the amount of (1). The Voice and 2G Net Travel Amount will be determined based on monthly amounts rather than annual amounts where appropriate as provided below.

(B) If the Voice and 2G Net Travel Amount for the calendar years 2003, 2004 or 2005 is negative, then beginning in February after that year ends and until the following January, Sprint PCS will determine by the 15th day of each calendar month, the Voice and 2G Net Travel Amount for the previous calendar month based on Voice and 2G Standard Travel Rates.

If the Voice and 2G Net Travel Amount for the calendar years 2003, 2004 or 2005 is positive, Sprint PCS will not determine the Voice and 2G Net Travel Amount on a monthly basis for the next calendar year.

(C) If Sprint PCS determines the Voice and 2G Net Travel Amount on a monthly basis as required under (B) above and the Voice and 2G Net Travel Amount for the previous calendar month is positive, Sprint PCS will receive a credit for the amount by which it is positive.

If Sprint PCS determines the Voice and 2G Net Travel Amount on a monthly basis as required under (B) above and the Voice and 2G Net Travel Amount for the previous calendar month is negative, Sprint PCS will pay Manager the amount by which it is negative by the last day of the calendar month, after applying any remaining cumulative credits Sprint PCS received during the previous months in the calendar year.

By January 31 of 2005, 2006 and 2007, Manager will pay Sprint PCS the amount of any remaining cumulative credit for the previous calendar year, but not to exceed the aggregate amount of payments made by Sprint PCS for that previous calendar year pursuant to this subsection (C).

(D) If Sprint PCS is not required to determine the Voice and 2G Net Travel Amount on a monthly basis because the Voice and 2G Net Travel Amount for the previous calendar year is positive, then if Sprint PCS determines (when calculating the Voice and 2G Net Travel Amount under (A) above) that the Voice and 2G Net Travel Amount for the previous calendar year is negative, then by January 31 of 2005, 2006 or 2007, as the case may be, Sprint PCS will pay Manager the amount by which the Voice and 2G Net Travel Amount is negative, and Sprint PCS will begin determining the Voice and 2G Net Travel Amount monthly and complying with (B) and (C) above, until no longer required as provided in this section.

(c) For each calendar year during the Term of this agreement beginning January 1, 2007, the Inter Service Area Voice and 2G Data Fee for each billed minute of use that a Customer uses an Away Network and the Reseller Customer Fee for each billed minute of use that a Reseller Customer uses the Service Area Network, will be an amount equal to 90% of Sprint PCS' Retail Yield for Voice and 2G Data Usage for the previous

calendar year; provided that such amount for any period will not be less than Manager's network costs (including a reasonable return using Manager's weighted average cost of capital applied against Manager's net investment in the Service Area Network) to provide the services that are subject to the Inter Service Area Voice and 2G Data Fee. If the parties have a dispute relating to the determination of the foregoing fees for any period, then the parties will submit the dispute to binding arbitration as set forth in section 10.4.1.3(b).

10.4.1.3 *3G Data Rate*. The amount of the Inter Service Area 3G Data Fee and Reseller Customer 3G Data Fee for arrangements between Sprint PCS and resellers in existence as of April 1, 2004, will be as follows:

(a) From the Effective Date to December 31, 2006 ("**Initial 3G Data Fee Period**"), the Inter Service Area 3G Data Fee for each kilobyte of use that a Customer uses an Away Network (the "**3G Standard Travel Rate**") and the Reseller Customer 3G Data Fee for each kilobyte of use that a Reseller Customer uses the Service Area Network, will be $0.0020, except as described below in section 10.4.1.3(b); and except with respect to Sprint 3G Data Service as defined and set out in the Program Requirement 3.5.2.

(b) the following describes the conditions in which the "Cumulative Travel Fees" alternative fee arrangement described below in (i) will apply rather than the Inter Service Area 3G Data Fee as described in section 10.4.1.3(a).

(i) Cumulative Travel Fees alternative fee arrangement.

(A) Sprint PCS will determine within 15 Business Days after the Effective Date or by January 15, 2004, which ever is later, and by January 15 of 2005 and 2006, the difference between:

(1) the amount Sprint PCS billed Manager for Inter Service Area 3G Data Fees during or the previous calendar year (excluding Inter Service Area 3G Data Fees for usage of the Away Network of the Other Managers by Customers with an NPA-NXX assigned to the Service Area Network), and

(2) the amount Sprint PCS owed to Manager for Inter Service Area 3G Data Fees (excluding Inter Service Area 3G Data Fees that Sprint PCS owed to Manager during the previous

calendar year for usage of the Service Area Network by Customers with an NPA-NXX assigned to the Service Area of Other Managers).

The difference between (1) and (2) is referred to as the **"3G Net Travel Amount"**. The 3G Net Travel Amount is considered to be negative if the amount of (1) is greater than the amount of (2). The 3G Net Travel Amount is considered to be positive if the amount of (2) is greater than the amount of (1). The 3G Net Travel Amount will be determined based on monthly amounts rather than annual amounts where appropriate as provided below.

(B) If the 3G Net Travel Amount for the calendar year 2003, 2004 or 2005 is negative, then beginning in February after that year ends and until the following January, Sprint PCS will determine by the 15th day of each calendar month, the 3G Net Travel Amount for the previous calendar month based on 3G Standard Travel Rates.

If the 3G Net Travel Amount for the calendar years 2003, 2004 or 2005 is positive, Sprint PCS will not determine the 3G Net Travel Amount on a monthly basis for the next calendar year.

(C) If Sprint PCS determines the 3G Net Travel Amount on a monthly basis as required under (B) above and the 3G Net Travel Amount for the previous calendar month is positive, Sprint PCS will receive a credit for the amount by which it is positive.

If Sprint PCS determines the 3G Net Travel Amount on a monthly basis as required under (B) above and the 3G Net Travel Amount for the previous calendar month is negative, Sprint PCS will pay Manager the amount by which it is negative by the last day of the calendar month, after applying any remaining cumulative credits Sprint PCS received during the previous months in the calendar year.

By January 31 of 2005, 2006 and 2007, Manager will pay Sprint PCS the amount of any remaining cumulative credit for the previous calendar year, but not to exceed the aggregate amount of payments made by Sprint PCS for that previous calendar year pursuant to this subsection (C).

(D) If Sprint PCS is not required to determine the 3G Net Travel Amount on a monthly basis because the 3G Net Travel Amount for the previous calendar year is positive, then if Sprint PCS determines (when calculating the 3G Net Travel Amount under (A) above) that the 3G Net Travel Amount for the previous calendar year is negative, then by January 31 of 2005, 2006 or 2007, as the case may be, Sprint PCS will pay Manager the amount by which the 3G Net Travel Amount is negative, and Sprint PCS will begin determining the 3G Net Travel Amount monthly and complying with (B) and (C) above, until no longer required as provided in this section.

(c) The parties will reset the Inter Service Area 3G Data Fee and the Reseller Customer 3G Data Fee after the Initial 3G Data Fee Period ends. The Inter Service Area 3G Data Fee and the Reseller Customer 3G Data Fee will be based on an appropriate discount from the Sprint PCS Retail Yield for 3G Data Usage for the previous calendar year to be negotiated before December 31, 2006. Each subsequent fee period will last three years with, for example, the second pricing period beginning on January 1, 2007 and ending on December 31, 2009.

The process for resetting the fees is as follows:

(i) Sprint PCS will give Manager a proposal for the appropriate discount from the Sprint PCS Retail Yield for 3G Data Usage by March 31 of the final year of the then current pricing period. Manager's representative and the Sprint PCS representative will begin discussions regarding the proposed schedule of fees within 20 days after Manager receives the proposed schedule of fees from Sprint PCS.

(ii) Manager may escalate the discussion to the Chief Financial Officer of Sprint PCS or Sprint PCS may escalate the discussion to Manager's Chief Executive Officer or Chief Financial Officer if the parties do not agree on a new schedule of fees within 30 days after the discussions begin.

(iii) If the parties cannot agree on a new schedule of fees within 20 days after a party escalates the discussion, then Manager may either agree to the fees set forth in the Inter Service Area 3G Data Fee and Reseller Customer 3G Data Fee proposal or submit the determination of the Inter Service Area 3G Data Fee and Reseller Customer 3G Data Fee to binding arbitration based on a market-rate determination of an appropriate Inter Service Area 3G Data Fee and Reseller Customer 3G Data Fee in accordance with

section 14.2, excluding the escalation process set forth in section 14.1.

(iv) If Manager submits the matter to arbitration the fees that Sprint PCS proposed will apply starting after December 31 of the first year of the appropriate period as described in section 10.4.1.4 and will continue in effect unless modified by the final decision of the arbitrator. If the arbitrator imposes a fee different than the ones in effect the new fees will be applied as if in effect after December 31 of the first year of the appropriate period as described in section 10.4.1.4 and if on application of the new fees one party owes the other party any amount after taking into account payments the parties have already made then the owing party will pay the other party within 30 days of the date of the final arbitration order.

10.4.1.4 *Rate Changes – Effective Date.* All rate changes related to Inter Service Area Fees and Reseller Customer Fees will be applied to all activity in a bill cycle regardless of when the activity occurred, if the bill cycle ends after the effective date of the rate change.

10.4.1.5 *Long Distance.* The long distance rates associated with the Inter Service Area and Reseller Customer usage will be equal to the actual wholesale transport and terminating costs associated with the originating and terminating locations. The rates are then applied to cumulative usage at a BID level for settlement purposes.

10.4.2 Interconnect Fees. Manager will pay to Sprint PCS (or to other carriers as appropriate) monthly the interconnect fees, if any, as provided under section 1.4.

10.4.3 Terminating and Originating Access Fee. Sprint PCS will pay Manager 92% of any terminating or originating access fees Sprint PCS collects from an IXC that are not subject to refund or dispute (but it will not be Billed Revenue). For purposes of clarification, Sprint Corporation's Related Parties are obligated to pay terminating access to Sprint PCS only if MCI and AT&T pay terminating or originating access to Sprint PCS. At the Effective Date of Addendum V, neither MCI nor AT&T pays terminating access to Sprint PCS. The ability of wireless carriers to collect access fees is currently subject to legal challenge. The parties acknowledge that Sprint PCS has limited ability to require IXCs to pay access fees.

10.4.4 Reimbursements for Mistaken Payments. If one party mistakenly pays an amount that the other party is obligated to pay then the other party will reimburse the paying party, if the paying party identifies the mistake and notifies the receiving party within 9 calendar months after the date on which the paying party makes the mistaken payment.

10.5 Taxes and Payments to the Government. Manager will pay or reimburse Sprint PCS for any sales, use, gross receipts or similar tax, administrative fee, telecommunications fee or surcharge for taxes or fees that a governmental authority levies on the fees and charges payable by Sprint PCS to Manager.

Manager will report all taxable property to the appropriate taxing authority for ad valorem tax purposes. Manager will pay as and when due all taxes, assessments, liens, encumbrances, levies and other charges against the real estate and personal property that Manager owns or uses in fulfilling its obligations under this agreement.

Manager is responsible for paying all sales, use or similar taxes on the purchase and use of its equipment, advertising and other goods or services in connection with this agreement.

Sprint PCS will be solely responsible for remitting to government agencies or their designees any and all fees or other amounts owed as a result of the services provided to the Customers under the Management Agreement. As a consequence of this responsibility, Sprint PCS is entitled to 100% of any amounts that Manager, Sprint PCS or their Related Parties receives from Customers (including Customers whose NPA-NXX is assigned to the Service Area) comprising these fees or other amounts.

10.6 Universal Service Funds.

10.6.1 Paid by Government. Manager is entitled to 100% of any federal and state subsidy funds (the **"Subsidy Funds"**), including Universal Service Funds, that Manager or Sprint PCS receives from government disbursements based on customers with mailing addresses located in the Service Area and with NPA-NXXs assigned to the Service Area, or such other method then in effect under the rules of the FCC, Universal Service Administrative Company or other federal or state administrator. For purposes of clarity, Universal Service Funds provide support payments to Eligible Telecommunications Carriers (**"ETC"**) serving in high cost areas or providing services to low income individuals. Sprint PCS will file on behalf of itself or Manager appropriate ETC documentation in those jurisdictions in which Sprint PCS determines to make the filing.

If Manager asks Sprint PCS to make a filing in a jurisdiction and Sprint PCS reasonably determines not to make the filing because making the filing is detrimental to Sprint's best interests, then Sprint does not have to make the filing. If Manager disagrees with the reasonableness of Sprint PCS' determination not to make the filing, then the parties will submit to binding arbitration in accordance with section 14.2, excluding the escalation process set forth in section 14.1.

If the process set forth in the previous paragraph results in Sprint PCS making a filing, Manager will pay all of Sprint PCS' reasonable out-of-pocket costs associated with the filing and any compliance obligations that arise from the filing or that are imposed by the jurisdiction in which the filing is made (e.g. filing fees, legal fees, expert witness retention, universal lifeline service, enhancing customer care quality, and including, without limitation, network upgrades). Sprint PCS will remit to Manager 50% of any Subsidy Funds that Sprint PCS receives from filings Sprint PCS is required to make under the preceding paragraph that are not payable to Manager under the first paragraph of this section 10.6.1, until the aggregate amount of the payments to Manager under this sentence equal 50% of the amount Manager has paid Sprint PCS under the preceding sentence.

All Subsidy Funds received must be used to support the provision, maintenance and upgrading of facilities and services for which the funds are intended. Sprint PCS will use reasonable efforts to recover from the appropriate governmental authority Subsidy Funds and will remit the appropriate recoveries to Manager.

10.6.2 Paid by Customers. Sprint PCS will be solely responsible for remitting to government agencies or their designees, including but not limited to the Universal Service Administrative Company, all universal service fees. As a consequence of this responsibility, Sprint PCS is entitled to 100% of any amounts that Manager, Sprint PCS or their Related Parties receives from Customers (including Customers whose NPA-NXX is assigned to the Service Area) comprising the Universal Service Funds.

10.7 Equipment Replacement Program. Sprint PCS is entitled to 100% of the amounts that Customers pay for participating in any equipment replacement program (*e.g.*, an insurance program) billed on their Sprint PCS bills. Manager will not be responsible for or in any way billed for any costs or expenses that Sprint PCS or any Sprint PCS Related Party incurs in connection with any such equipment replacement program.

10.8 Customer Equipment. Sprint PCS is entitled to 100% of the amounts that Customers pay for subscriber equipment and accessories sold or leased by Sprint PCS, and Manager is entitled to 100% of the amounts that Customers pay for subscriber equipment and accessories that Manager sold or leased, subject to the equipment settlement process in section 4.1.2.

10.9 Phase I E911. Sprint PCS is entitled to collect 100% of amounts paid by Customers related to the E911 Phase I Surcharges (*e.g.*, for equipment other than handsets, such as platforms and networks). Sprint PCS will attempt to recover from the appropriate governmental authority Phase I E911 reimbursements and will remit the appropriate amounts to Manager.

10.10 Manager Deposits into Retail Bank Accounts. ~~Each Business~~ 1st sentence replaced with §7 of ADD XIII

Day, Manager will deposit into bank accounts and authorize Sprint PCS or a Related Party that Sprint PCS designates to sweep from such accounts the amounts collected from Customers on behalf of Sprint PCS and its Related Parties for Sprint PCS Products and Services. Manager will allow the funds deposited in the bank accounts to be transferred daily to other accounts that Sprint PCS designates. Manager will also provide the daily reports of the amounts collected that Sprint PCS requires. Manager will not make any changes to the authorizations and designations Sprint PCS designates for the bank accounts without Sprint PCS' prior written consent.

1st sentence replaced with §7 of ADD III

10.11 Monthly Statements.

10.11.1 Section 10.2 Statement. Each month Sprint PCS will determine the amount payable to or due from Manager for a Billed Month under section 10.2. Sprint PCS will deliver a monthly statement to Manager that reports the amount due to Manager, the manner in which the amount was calculated, the amount due to Sprint PCS and its Related Parties under this agreement and the Services Agreement, and the net amount payable to or due from Manager.

10.11.2 Other Statements. Sprint PCS will deliver a monthly statement to Manager that reports amounts due to Manager or from Manager, other than amounts described in section 10.12.1, the manner in which the amounts were calculated, the amount due to Manager or to Sprint PCS and its Related Parties under this agreement and the Services Agreement, and the net amount payable to Manager.

10.11.3 Third Party Charges. Sprint PCS will include any third party charges for which Manager is responsible under the terms of this agreement on Manager's statements within three calendar months after the end of the calendar month during which Sprint PCS receives the third party charge. Sprint PCS' failure to include these charges on Manager's statements within the three calendar month-period will mean that Sprint PCS cannot collect those third party charges from Manager.

10.12 Payments.

10.12.1 Weekly Payments. Sprint PCS will pay the amount payable to Manager for a Billed Month under section 10.2 in equal weekly payments on consecutive Thursdays beginning the second Thursday of the calendar month following the Billed Month and ending on the first Thursday of the second calendar month after the Billed Month. If Sprint PCS is unable to determine the amount due to Manager in time to make the weekly payment on the second Thursday of a calendar month, then Sprint PCS will pay Manager for that week the same weekly amount it paid Manager for the previous week. Sprint PCS will true-up any difference between the actual amount due for the first weekly payment of the Billed Month and amounts paid for any estimated weekly payments after Sprint PCS determines what the weekly payment is for that month.

Sprint PCS will use reasonable efforts to true-up within 10 Business Days after the date on which Sprint PCS made the estimated weekly payment.

10.12.2 Monthly Payments. The amounts payable to Manager and Sprint PCS and its Related Parties under this agreement and the Services Agreement, other than the payments described in section 10.12.1, will be determined, billed and paid monthly in accordance with section 10.12.3.

10.12.3 Transition of Payment Methods. (a) Sprint PCS and Manager wish to conduct an orderly transition from making weekly payments to Manager based on Collected Revenues to weekly payments based on Billed Revenue. The method of calculating the weekly payments will change on the first day of the calendar month after the Effective Date of Addendum V (the "**Transition Date**"). The weekly amounts paid to Manager during the calendar month before the Transition Date and on the first Thursday after the Transition Date will be based on the Collected Revenues method. The weekly amounts paid to Manager beginning on the second Thursday of the second calendar month after the Transition Date will be based on the Billed Revenue method described in this section 10. To effect an orderly transition, Sprint PCS will pay Manager for the period beginning on the second Thursday after the Transition Date and ending on the first Thursday of the calendar month after the Transition Date an amount calculated as described below in section 10.12.3(b).

Replaced with § 16 of ADD VII

(b) Sprint PCS will apply the estimated collection percentages that Sprint PCS uses before the Transition Date to the gross accounts receivable aging categories for Customers with an NPA-NXX assigned to the Service Area as of the close of business on the day before the Transition Date to calculate the amount Sprint PCS anticipates collecting on those accounts receivable. Sprint PCS will pay Manager the amount estimated to be collected in equal weekly payments on consecutive Thursdays beginning the second Thursday after the Transition Date and ending the first Thursday of the calendar month after the Transition Date. Sprint PCS will also pay to Manager no later than the second Thursday after the Transition Date any Collected Revenues received after the Saturday before the Transition Date and before the Transition Date.

(c) Sprint PCS will recalculate the estimated collection percentages and apply the recalculated estimated collection percentages to the gross accounts receivable aging categories described in the first sentence of section 10.12.3(b) when all applicable data is available. Sprint PCS will increase or decrease a weekly payment by the amount of the difference between the amount paid to Manager based on the initial estimated collection percentages and the amount that would have been paid to Manager using the newer estimated collection percentages.

10.13 Dispute or Correction of Statement Amount. A party can only dispute or correct an amount on a statement in good faith. If a party disputes or corrects an amount on a statement, the disputing or correcting party must give the

other party written notice of the specific item disputed or corrected, the disputed or corrected amount with respect to that item and the reason for the dispute or correction within three calendar months after the end of the calendar month during which the disputed or erroneous statement was delivered.

Any dispute regarding a statement will be submitted for resolution under the dispute resolution process in section 14. The parties must continue to pay to the other party all amounts, except disputed amounts (subject to the next paragraph), owed under this agreement and the Services Agreement during the dispute resolution process. If the aggregate disputed amount, combined with any aggregate disputed amount under section 10.14, exceeds $100,000, and upon the written request of the other party, the party disputing the amount (the "**Disputing Party**") will deposit the portion of the disputed amount in excess of $100,000 into an escrow account that will be governed by an escrow agreement in a form to be mutually agreed upon by the parties. The Disputing Party will deposit the amount into the escrow account within 10 Business Days after its receipt of the written request from the other party in accordance with the foregoing. If the Disputing Party complies with the requirements of this paragraph, then the other party or its Related Parties may not declare the Disputing Party in breach of this agreement or the Services Agreement because of nonpayment of the disputed amount, pending completion of the dispute resolution process.

The escrow agent will be an unrelated third party that is in the business of serving as an escrow agent for or on behalf of financial institutions. The parties will share evenly the escrow agent's fees. The escrow agent will invest and reinvest the escrowed funds in interest-bearing money market accounts or as the parties otherwise agree. The escrow agent will disburse the escrowed funds in the following manner based on the determination made in the dispute resolution process:

(a) If the Disputing Party does not owe any of the disputed amounts, then the escrow agent will return all of the escrowed funds to the Disputing Party with the interest earned on the escrowed funds.

(b) If the Disputing Party owes all of the disputed amounts, then the escrow agent will disburse all of the escrowed funds with the interest earned on the escrowed funds to the non-disputing party. If the interest earned is less than the amount owed based on the Default Rate, then the Disputing Party will pay the non-disputing party the difference between those amounts.

(c) If the Disputing Party owes a portion of the disputed amounts, then the escrow agent will disburse to the non-disputing party the amount owed with interest at the Default Rate from the escrowed funds and disburse the balance of the escrowed funds to the Disputing Party. The Disputing Party will pay the non-disputing party the amount

owed for interest at the Default Rate if the amount of the escrowed funds is insufficient.

Manager and Sprint PCS will take all reasonable actions necessary to allow the Disputing Party to continue to reflect the amounts deposited into the escrow account by the Disputing Party as assets in the Disputing Party's financial statements.

The parties will use the dispute resolution process under section 14.2 of this agreement, excluding the escalation process set forth in section 14.1, if they cannot agree on the form of escrow agreement.

The parties agree that, despite this section 10.13, Manager will pay all disputed amounts due to Sprint PCS or any Related Party for fees for CCPU Services and CPGA Services payable under the Services Agreement for periods ending on or before December 31, 2006, subject to any other rights and remedies that Manager has under this agreement and the Services Agreement.

The dispute of an item in a statement does not stay or diminish a party's other rights and remedies under this agreement, except that a party must complete the dispute resolution process in section 14 before taking any legal or equitable action against the other party.

10.14 Dispute or Correction of a Third Party Invoice Amount. Sprint PCS will include the applicable portion of any amount based on a third party invoice in a statement to Manager within three calendar months after Sprint PCS' receipt of the third party invoice. Sprint PCS' failure to include the amount in a statement to Manager within the three calendar month-period will mean that the third party charges will not be collectible from Manager.

Replaced with §17 of ADD VII

A party can dispute or correct an amount based on a third party invoice only in good faith. Modified invoices received by Sprint PCS from a third party vendor and then sent by Sprint PCS to Manager will be treated as a new statement for purposes of this section, so long as the modification affects the amount owed by Manager and the modified statement was revised in good faith and not simply to provide Sprint PCS additional time to resubmit a previous invoice.

If a party disputes or corrects an amount on a third party invoice or the amount Sprint PCS attributed to Manager, the disputing party must give the other party written notice of the specific item disputed or corrected, the disputed or corrected amount with respect to that item and the reason for the dispute or correction within three calendar months after the end of the calendar month during which the disputed or erroneous statement was delivered. Sprint PCS and Manager will cooperate with each other to obtain the information needed to determine if the amounts billed by the third party and allocated to Manager were correct.

Any dispute regarding the amount of the third party invoice Sprint PCS attributed to Manager will be submitted for resolution under the dispute resolution process in section 14. Manager must continue to pay to Sprint PCS all amounts, except disputed amounts, owed under this agreement and the Services Agreement during the information gathering and dispute resolution process. If the aggregate disputed amount, combined with any aggregate disputed amount under section 10.13, exceeds $100,000, and upon the written request of Sprint PCS, Manager will deposit the portion of the disputed amount in excess of $100,000 into an escrow account that will be governed by an escrow agreement containing terms similar to the general terms described in section 10.13 and in a form to be mutually agreed upon by the parties. Manager will deposit the amount into the escrow account within 10 Business Days after its receipt of the written request from Sprint PCS in accordance with the foregoing. If Manager complies with the requirements of this paragraph, then none of Sprint PCS or its Related Parties may declare Manager in breach of this agreement or the Services Agreement because of nonpayment of the disputed amount pending completion of the dispute resolution process.

The dispute of an item in a statement does not stay or diminish a party's other rights and remedies under this agreement, except that the parties must complete the dispute resolution process in section 14 before taking any legal or equitable action against each other.

10.15 Late Payments. Any amount due under this agreement or the Services Agreement without a specified due date will be due 20 days after the paying party receives an invoice. Any amount due under this agreement and the Services Agreement (including without limitation any amounts disputed under those agreements that are ultimately determined to be due) that is not paid by one party to the other party in accordance with the terms of the applicable agreement will bear interest at the Default Rate beginning (and including) the 6th day after the payment due date until (and including) the date paid.

10.16 Setoff Right If Failure To Pay Amounts Due. If Manager fails to pay any undisputed amount due Sprint PCS or a Related Party of Sprint PCS under this agreement, any undisputed amount due Sprint PCS or a Related Party of Sprint PCS under the Services Agreement or any other agreement with Sprint PCS or a Related Party of Sprint PCS, or any disputed amount due to Sprint PCS or a Related Party for fees for CCPU Services or CPGA Services payable under the Services Agreement, then 5 days after the payment due date Sprint PCS may setoff against its payments to Manager under this section 10 any such undisputed amount that Manager owes to Sprint PCS or a Related Party of Sprint PCS. This right of setoff is in addition to any other right that Sprint PCS or a Related Party of Sprint PCS might have under this agreement, the Services Agreement or any other agreement with Sprint PCS or a Related Party of Sprint PCS.

10.17 Effect of Number Portability. The parties acknowledge that, before wireless local number portability, Customers who received Sprint PCS Products and

Services through Manager were assigned a NPA-NXX that was unique to the Service Area, but due to wireless local number portability Customers will now have a unique identification, the MSID, assigned to them that associates the NPA-NXX through the MSID with the Service Area. Revenue and expenses associated with such Customers with an MSID associated with the Service Area will be allocated in the same manner that, prior to wireless local number portability, revenue and expenses were associated with Customers with an NPA-NXX assigned to the Service Area. Sprint will modify its accounting systems to properly allocate such amounts. In addition, any NPA-NXX-Xs associated with a Customer with an MSID associated with the Service Area will be deemed to be "used by Manager" under Addendum IV, Section 2.

18. **Non-Renewal Rights of Sprint PCS [Addm I, §15]**. The following sentence is added at the end of each of section 11.2.2.1 and section 11.2.2.2:

Sprint PCS will declare, within one-hundred twenty (120) days after the occurrence of any of the events listed in section 11.2.2, its intent to exercise its rights under this subsection.

19. **Termination of License [Addm I, §14].** Section 11.3.1(a) is amended to read as follows:

(a) At the election of either party this agreement may be terminated at the time the FCC revokes or fails to renew the License (except that if the FCC revokes or fails to renew the License because of a breach of this agreement by Sprint PCS, Sprint PCS may not terminate this agreement pursuant to this section 11.3.1(a)). Unless Manager has the right to terminate this agreement under section 11.3.1(b), neither party has any claim against the other party if the FCC revokes or fails to renew the License, even if circumstances would otherwise permit one party to terminate this agreement based on a different Event of Termination, except that the parties will have the right to pursue claims against each other as permitted under section 11.4(b).

20. **Regulatory Considerations [Addm I, §16].** The following sentence is added at the end of section 11.3.4(b): "A 'deemed change of control' in this section refers to a determination by the FCC that there has been a change of control of the License resulting from the performance by the parties of their respective obligations under the agreement."

21. **Termination Rights [NEW].** Section 11.3.7 is deleted, and all references in the agreement to section 11.3.7 are also deleted.

22. **Non-termination of Agreement [Addm I, §17].** Sections 11.5.3 and 11.6.4 are replaced with the following paragraphs:

11.5.3 Manager's Action for Damages or Other Relief. Manager, in accordance with the dispute resolution process in section 14, may seek damages or other appropriate relief, but such action does not terminate this agreement.

11.6.4 Sprint PCS' Action for Damages or Other Relief. Sprint PCS, in accordance with the dispute resolution process in section 14, may seek damages or other appropriate relief, but such action does not terminate this agreement.

23. **Changes to Exhibit 11.8 [Addm I, §30; revised by this Addendum].** The following changes are made to Exhibit 11.8:

(a) The definition "Operating Assets" in paragraph 1.1.1 is deleted.

(b) Paragraph 1.7 is amended to read as follows:

"**Title Insurance.** This paragraph 1.7 will apply if the Property includes any real estate property (including leasehold interests) ("**Real Property**"), but with respect to leasehold interests, only to the extent title insurance is available."

(c) Paragraph 1.8 is amended to read as follows:

"**Survey.** This paragraph 1.8 will apply if the Property includes any Real Property, but with respect to leasehold interests, only to the extent surveys are available."

(d) Paragraph 1.9.8 is amended to read as follows:

1.9.8 ***Hazardous Materials.*** To the knowledge of Seller, there is no condition of the Property or of any substance located on, in, under or near the Property (including but not limited to any asbestos or any hazardous substance) that could lead to liability of the owner of the Property for damages or clean-up costs under any federal, state or local statute or common law except as disclosed in writing to Buyer.," at the beginning of the paragraph.

(e) Paragraph 1.9.11 is amended to read as follows:

1.9.11 ***Survival of Representations and Warranties.*** The representations and warranties of the parties contained in the Transaction Documents will survive the Closing and will continue in effect for a period three (3) years. A waiver of any misrepresentation or breach of any warranty will not constitute a waiver of any other misrepresentation or breach of any other warranty under the Transaction Documents.

(f) Paragraph 1.16.2 is amended is amended to read as follows:

1.16.2 For purposes of this paragraph 1.16, "compete" means engaging in any business that offers products and services that are similar to or competitive with the Sprint PCS Products and Services offered by Sprint PCS as of the date of termination of the Management Agreement. Manager and its Related Parties will be deemed to be engaging in a competing business in violation of this paragraph regardless of whether Manager and its Related Parties are acting (i) individually

or jointly or on behalf of or in concert with any other individual or entity, or (ii) as a proprietor, partner, shareholder, member, director, officer, employee, agent or consultant, or is acting in any other capacity or manner whatsoever, for any individual or entity that competes with Sprint PCS and its Related Parties.

24. **Audit** [NEW]. Section 12.1.2 is amended to read as follows:

12.1.2 Audits. On reasonable advance notice by one party, the other party must provide its independent or internal auditors access to its appropriate financial and operating records, including, without limitation, vendor and distribution agreements, for purposes of auditing the amount of fees (including the appropriateness of items excluded from the Fee Based on Billed Revenue), costs, expenses (including operating metrics referred to in this Agreement and the Services Agreement relating to or used in the determination of Inter Service Area Fees, Reseller Customer Fees, CCPU Services or CPGA Services) or other charges payable in connection with the Service Area for the period audited. The party that requested the audit may decide if the audit is conducted by the other party's independent or internal auditors. Manager and Sprint PCS may each request no more than one audit per year.

Replaced with § 18 of ADD VII

(a) If the audit shows that Sprint PCS was underpaid then, unless the amount is contested, Manager will pay to Sprint PCS the amount of the underpayment within 10 Business Days after Sprint PCS gives Manager written notice of the underpayment determination.

(b) If the audit determines that Sprint PCS was overpaid then, unless the amount is contested, Sprint PCS will pay to Manager the amount of the overpayment within 10 Business Days after Manager gives Sprint PCS written notice of the overpayment determination.

The auditing party will pay all costs and expenses related to the audit unless the amount owed to the audited party is reduced by more than 10% or the amount owed by the audited party is increased by more than 10%, in which case the audited party will pay the costs and expenses related to the audit.

Sprint PCS will provide a report issued in conformity with Statement of Auditing Standard No. 70 "Reports on the Processing of Transactions by Service Organizations" ("**Type II Report**" or "**Manager Management Report**") to Manager annually. If Manager, on the advice of its independent auditors or its legal counsel, determines that a statute, regulation, rule, judicial decision or interpretation, or audit or accounting rule, policy or literature published by the accounting or auditing profession or other authoritative rule making body (such as the Securities and Exchange Commission, the Public Company Accounting Oversight Board or the Financial Accounting Standards Board) requires additional assurances beyond SAS 70, then Sprint PCS will cooperate with Manager to provide the additional assurances. Sprint PCS' independent auditors will prepare any Type II Report or Manager Management Report provided under

this section 12.1.2 and will provide an opinion on the controls placed in operation and tests of operating effectiveness of those controls in effect at Sprint PCS over Manager Management Processes. "Manager Management Processes" include those services generally provided within this agreement, primarily billing and collection of revenues. Sprint PCS or Sprint PCS' auditors will provide information to Manager or Manager's auditors to perform analysis procedures requested by Manager in accordance with this paragraph.

25. **Regulatory Compliance [Addm I, §20].** Section 16.1 is amended to read as follows:

16.1 **Regulatory Compliance.** Manager will construct, operate, and manage the Service Area Network in compliance with applicable federal, state, and local laws and regulations, including Siting Regulations. Nothing in this section 16.1 will limit Manager's obligations under section 2.2 and the remainder of this section 16. Manager acknowledges that failure to comply with applicable federal, state, and local laws and regulations in its construction, operation, and management of the Service Area Network may subject the parties and the License to legal and administrative agency actions, including forfeiture penalties and actions that affect the License, such as license suspension and revocation, and accordingly, Manager agrees that it will cooperate with Sprint PCS to maintain the License in full force and effect.

Manager will write and implement practices and procedures governing construction and management of the Service Area Network in compliance with Siting Regulations. Manager will make its Siting Regulations practices and procedures available upon request to Sprint PCS in the manner specified by Sprint PCS for its inspection and review, and Manager will modify those Siting Regulations practices and procedures as may be requested by Sprint PCS. Every six months, and at the request of Sprint PCS, Manager will provide a written certification from one of Manager's chief officers that Manager's Service Area Network complies with Siting Regulations. Manager's first certification of compliance with Siting Regulations will be provided to Sprint PCS six months after the date of this agreement.

Manager will conduct an audit and physical inspection of its Service Area Network at the request of Sprint PCS to confirm compliance with Siting Regulations, and Manager will report the results of the audit and physical inspection to Sprint PCS in the form requested by Sprint PCS. Manager will bear the cost of Siting Regulations compliance audits and physical inspections requested by Sprint PCS; provided, however, that Sprint PCS will bear the cost of any such requested audits and inspections that are made more often than Sprint PCS makes audits or inspections of its own network sites.

Manager will retain for 3 years records demonstrating compliance with Siting Regulations, including compliance audit and inspection records. Manager will make those records available upon request to Sprint PCS for production, inspection, and copying in the manner specified by Sprint PCS. Sprint PCS will bear the cost of production, inspection, and copying.

26. **Notices [NEW].** Paragraph 3 of Addendum III is deleted. (a) Section 17.1 is amended to read as follows:

17.1 **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 or email (in either instance with acknowledgement or read receipt 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. Sprint PCS may give notice of changes to a Program Requirement by sending an email that directs Manager to the changed Program Requirement on the affiliate intranet website.

The subject line of any email notice that purports to amend any Program Requirement must read "Program Requirement Change" and the first paragraph must indicate (i) which Program Requirement is being modified, (ii) what is being modified in the Program Requirement, and (iii) when the Program Requirement will take effect. The email must also include either a detailed summary of the Program Requirement Change or a redline comparison between the old Program Requirement and the new Program Requirement.

Any notice, demand or communication intended to be notice of a breach of an agreement or notice of an Event of Termination must:

(A) clearly indicate that intent,

(B) state the section(s) of the agreements allegedly breached, and

(C) be mailed or sent by overnight courier in the manner described in the first paragraph in this section 17.1.

Manager will promptly give Sprint PCS a copy of any notice of default Manager receives from the Administrative Agent or any Lender, and a copy of any related notice Manager gives to the Administrative Agent or any Lender. Sprint PCS will promptly give Manager a copy of any notice of default that Sprint PCS receives from the Administrative Agent or any Lender and a copy of any related notice that Sprint PCS gives to the Administrative Agent or any Lender.

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) The parties' notice addresses are as follows:

Replaced with § 22 of ADD VII

For all entities comprising Sprint PCS:

Sprint PCS
KSOPHF0402-4B101
6200 Sprint Parkway
Overland Park, KS 66251
Telephone: 913-794-1530
Telecopier: 913-523-2759
Email: dbotto01@sprintspectrum.com
Attention: Vice President – Wireless Alliances Group

with a copy to:

Sprint Law Department
KSOPHT0101-22020
6391 Sprint Parkway
Overland Park, KS 66251
Telephone: 913-315-9315
Telecopier: 913-523-9823
Email: john.w.chapman@mail.sprint.com
Attention: John Chapman

For Manager:

Shenandoah Personal Communications Company
124 South Main Street
Post Office Box 459
Edinburg, Virginia 22824-0459
Telephone: (540) 984-5209
Telecopier: (540) 984-8192
Email: cfrench@shentel.net
Attention: Mr. Christopher E. French

and with copies to the following individuals' email addresses if a notice of a Program Requirement Change is sent by email:

Mr. William L. Pirtle
Email: wpirtle@shentel.net

Mr. Laurence F. Paxton
Email: lfpaxton@shentel.net

Mr. Earle A. MacKenzie
Email: eam@shentel.net

27. **Force Majeure [NEW]**. The second paragraph of section 17.9.3 is amended to read as follows:

Neither Manager nor Sprint PCS, as the case may be, is in breach of any covenant in this agreement, and no Event of Termination will occur as a result of the failure of such party to comply with any covenant, if the party's non-compliance with the covenant results primarily from:

(i) any FCC order or any other injunction that any governmental authority issues that impedes the party's ability to comply with the covenant;

(ii) the failure of any governmental authority to grant any consent, approval, waiver or authorization or any delay on the part of any governmental authority in granting any consent, approval, waiver or authorization;

(iii) the failure of any vendor to deliver in a timely manner any equipment or service; or

(iv) any act of God, act of war or insurrection, riot, fire, accident, explosion, labor unrest, strike, civil unrest, work stoppage, condemnation or any similar cause or event not reasonably within the control of the party;

28. **Governing Law, Jurisdiction and Consent to Service of Process [NEW and Addm III, §2]**. Section 17.12 of the Management Agreement is replaced with the following language:

Replaced with § 23 of ADD III

17.12 Governing Law, Jurisdiction and Consent to Service of Process.

17.12.1 *Governing Law.* The internal laws of the State of Kansas (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.

17.12.2 *Jurisdiction; Consent to Service of Process.*

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Kansas State court sitting in the County of Johnson or any Federal court of the United States of America sitting in the District of Kansas, 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, and 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 Kansas State Court or, to the extent permitted by law, in such Federal court.

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which 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 Kansas State court sitting in the County of Johnson or any Federal court sitting in the District of Kansas. 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.

(c) 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 shall be deemed to have been given only when actually received by such party. Nothing in this agreement shall affect the right of a party to serve process in another manner permitted by law.

29. **Transfer of Spectrum [Addm I, §21]**. Section 17.15.5 is amended to read as follows:

17.15.5 Transfer of Sprint PCS Network. Sprint PCS may sell, transfer or assign the Sprint PCS Network and, in connection therewith its rights and obligations under this agreement, the Services Agreement and any related agreements, to a third party without Manager's consent so long as the third party assumes the rights and obligations under this agreement and the Services Agreement and any related agreements. Manager agrees that Sprint PCS and Sprint PCS' Related Parties will be released from any and all obligations under and with respect to any and all such agreements upon such sale, transfer or assignment in accordance with this section 17.15.5, without the need for Manager to execute any document to effect such release.

REPLACED BY §14 OF ADDENDUM XVIII

Except for (i) intercompany transfers among Sprint's Related Parties and (ii) any transfer of the License that is part of a sale, transfer or assignment of the entire Sprint PCS Network (such transfer described in (i) and (ii), the **"Permitted Transfers"**), neither Sprint PCS nor any Sprint Related Party shall sell, transfer or assign any of the Licenses, or any spectrum under the Licenses, except as follows:

(A) Sprint PCS may sell, transfer or assign up to ten (10) MHz of spectrum under the Licenses in the aggregate during the term of this agreement to a third party without Manager's consent; provided, that no such sale, transfer or assignment shall relieve Sprint PCS of its obligations under this agreement, the Services Agreement, or any related agreements.

(B) If Sprint PCS determines it wishes to sell, transfer or assign spectrum under the Licenses which, when added together with all prior sales, transfers and assignments of spectrum under the Licenses (other than Permitted Transfers), exceeds 10 MHz of spectrum (such spectrum proposed to be sold, assigned or transferred, the **"Offered Spectrum"**), then upon receiving any offer to purchase the Offered Spectrum (a **"Spectrum Offer"**), Sprint PCS agrees to

promptly deliver to Manager a copy of such Spectrum Offer. The Spectrum Offer is deemed to constitute an offer to sell to Manager, on the terms set forth in the Spectrum Offer, all but not less than all of the Offered Spectrum. Manager will have a period of sixty (60) days from the date of receipt of the Spectrum Offer to notify Sprint PCS that Manager agrees to purchase the Offered Spectrum on such terms. If Manager timely agrees in writing to purchase the Offered Spectrum, the parties will proceed to consummate such purchase not later than the one hundred eightieth (180th) day after the date of Manager's receipt of the Spectrum Offer. If Manager does not agree within the sixty (60) day period to purchase the Offered Spectrum, Sprint PCS will have the right, for a period of one hundred twenty (120) days after such sixtieth (60th) day, subject to restrictions set forth in this section 17, to sell to the person or entity identified in the Spectrum Offer all of the Offered Spectrum on terms and conditions no less favorable to Sprint PCS than those set forth in the Spectrum Offer. If Sprint PCS fails to sell the Offered Spectrum to such person or entity on such terms and conditions within such one hundred twenty (120) day period, Sprint PCS will again be subject to the provisions of this section 17.15.5(b)(ii) with respect to the Offered Spectrum.

30. **Announced Transactions [Addm I, §22].** Section 17.24 is deleted.

31. **Additional Terms and Provisions [Addm I, §23].** Section 17.25 is amended to read as follows:

17.25 Additional Terms and Provisions. Certain additional and supplemental terms and provisions of this agreement, if any, are set forth in Addendum I. Manager represents and warrants that the Addendum I also describes all existing contracts and arrangements (written or verbal) to which Manager or its Related Parties are a party that relate to or affect the rights of Sprint PCS or Sprint under this agreement (e.g., agreements relating to long distance telephone services (section 3.4)).

32. **Federal Contractor Compliance [Addm I, §24].** A new section 17.28, the text of which is attached as Exhibit B to Addendum I, is added and incorporated by this reference. When and to the extent required by applicable law, Manager will comply with the requirement of this section 17.28.

33. **Year 2000 Compliance [Addm I, §25].** A new section 17.29 is added to the Management Agreement:

17.29 Year 2000 Compliance. If the Service Area Network or any system used to support the Service Area Network fails to satisfy the Sprint PCS requirements for "Year 2000 Compliance" due to defects or failures in any system or equipment selected by Manager (including systems or third party vendors and subcontractors selected by Manager rather than by Sprint PCS), Manager will, at its own expense, make the repairs, replacements or upgrades necessary to correct the failure. If the Service Area Network or any system used to support the Service Area Network fails to satisfy the Sprint PCS requirements for "Year 2000 Compliance" due to defects or failures in any systems or

equipment selected by Sprint PCS (including systems or equipment of third party vendors and subcontractors that Sprint PCS selects and requires Manager to use), Sprint PCS will, at its own expense, make the repairs, replacements or upgrades necessary to correct the failure.

"**Year 2000 Compliance**" means the functions, calculations, and other computing processes of the Service Area Network (collectively "**Processes**") that perform and otherwise process, date-arithmetic, display, print or pass date/time data in a consistent manner, regardless of the date in time on which the Processes are actually performed or the dates used in such data or the nature of the date/time data input, whether before, during or after January 1, 2000, and whether or not the date/time data is affected by leap years. To the extent any part of the Service Area Network is intended to be used in combination with other software, hardware or firmware, it will properly exchange date/time data with such software, hardware or firmware. The Service Area Network will accept and respond to two-digit year-date input, correcting or supplementing as necessary, and store, print, display or pass date/time data in a manner that is unambiguous as to century. No date/time data will cause any part of the Service Area Network to perform an abnormally ending routine or function within the Processes or generate incorrect final values or invalid results.

Services Agreement

34. **Non-Exclusive Service** [NEW] Section 1.3 of the Services Agreement is amended and restated in its entirety to read as follows:

1.3 Non-Exclusive Services. Nothing contained in this agreement confers upon Manager an exclusive right to any of the Services. Sprint Spectrum may contract with others to provide expertise and services identical or similar to those to be made available or provided to Manager under this agreement.

35. **Services Agreement** [NEW]. Article 2 of the Services Agreement is amended to read as follows:

2. SERVICES

2.1 Services.

~~*2.1.1 Services.* Subject to the terms of this agreement, through December 31, 2006, Manager will obtain the services set forth on Schedule 2.1.1 attached to this agreement ("**Services**") from Sprint Spectrum in accordance with this section 2.1, and Sprint Spectrum will provide all or none of the Services. For purposes of clarification, as of the Effective Date of Addendum V through December 31, 2006, Sprint Spectrum is providing all of the Services to Manager and Sprint Spectrum will not provide individual Services.~~

Replaced with §25 of ADD III

The fees charged for the Services and the process for setting the fees charged for the Services are set forth in section 3.2. Sprint Spectrum may designate additional Services upon at least 60 days' prior written notice to Manager by providing an amended Schedule 2.1.1 to Manager in accordance with the provisions of section 9.1.

Without Manager's prior written consent, neither Sprint Spectrum nor any of its Related Parties will require Manager to pay for:

(A) any of those additional CCPU Services or CPGA Services to the extent that they are the same as or functionally equivalent to any service or benefit that Manager currently receives from Sprint Spectrum or its Related Parties or Sprint PCS or its Related Parties but for which Manager does not pay a separate fee immediately after the Effective Date of Addendum V, or

(B) any other additional CCPU Services or CPGA Services through December 31, 2006. After that date the fee for those other additional Services will be included in the fees for CCPU Services and CPGA Services.

2.1.2 Discontinuance of Services. If Sprint Spectrum determines to no longer offer a Service, then Sprint Spectrum must

Replaced with § 26 of ADD VII

(i) notify Manager in writing a reasonable time before discontinuing the Service, except Sprint will notify Manager at least 9 months before Sprint plans to discontinue a significant Service (*e.g.*, billing, collection and customer care), and

(ii) discontinue the Service to all Other Managers.

If Manager determines within 90 days after receipt of notice of discontinuance that it wants to continue to receive the Service, Sprint Spectrum will use commercially reasonable efforts to:

(a) help Manager provide the Service itself or find another vendor to provide the Service, and

(b) facilitate Manager's transition to the new Service provider.

The fees charged by Sprint Spectrum for the CCPU Services and CPGA Services will be reduced by any fees payable by Manager to a vendor or new Service provider in respect of discontinued CCPU Services and CPGA Services, if (x) Sprint Spectrum procures such CCPU Services or CPGA Services from a vendor or a new Service provider and bills those items as Settled-Separately Manager Expenses (as defined in subsection 3.2.5 of this agreement), or (y) Manager procures such CCPU Services or CPGA Services from a vendor or a new provider of Services, or (z) Manager self-provisions the Service. No adjustment to the fees will be made if Sprint Spectrum discontinues a CCPU

Service or CPGA Service and Sprint Spectrum does not provide the CCPU Service or CPGA Service to end users.

2.1.3 Performance of Services. Sprint Spectrum may select the method, location and means of providing the Services. If Sprint Spectrum wishes to use Manager's facilities to provide the Services, Sprint Spectrum must obtain Manager's prior written consent.

2.2 Third Party Vendors. Some of the Services might be provided by third party vendors under arrangements between Sprint Spectrum and the third party vendors. In some instances, Manager may receive Services from a third party vendor under the same terms and conditions that Sprint Spectrum receives those services. In other instances, Manager may receive Services under the terms and conditions set forth in an agreement between Manager and the third party vendor.

§2.2.1 ADDED BY ADD XV

36. Payment of Fees Under Services Agreement [NEW]. Paragraph 26 of Addendum I is deleted. Article 3 of the Services Agreement is amended to read as follows:

3. FEES FOR SERVICES

3.1 Services. Manager will pay Sprint Spectrum a fee for the Services provided by or on behalf of Sprint Spectrum now or in the future, subject to Section 2.1.1. Manager may not obtain these Services from other sources, except as provided in this agreement.

Replaced with § 27 of ADD VII

If an accounting classification change has the effect of moving a Service from a CCPU Service or CPGA Service to a Settled-Separately Manager Expense, the fees for the CCPU Services or CPGA Services, as applicable, charged by Sprint Spectrum will be reduced by the fees payable by Manager for the new Settled-Separately Manager Expense.

3.2 Fees for Services.

3.2.1 Initial Pricing Period. The fees Manager will pay Sprint Spectrum for the CCPU Services and CPGA Services provided to Manager by or on behalf of Sprint Spectrum each month from the first day of the calendar month following the Effective Date of Addendum VI until December 31, 2006 ("**Initial Pricing Period**"), will be:

Replaced with § 28 of ADD VII

(a) for the CCPU Services:

(i) from the Effective Date of Addendum VI through December 31, 2004, $7.25 per subscriber;

(ii) from January 1, 2005, through December 31, 2005, $7.00 per subscriber; and

(iii) from January 1, 2006, through December 31, 2006,

~~$6.75 per subscriber;~~

~~each multiplied by the Number of Customers in Manager's Service Area, and~~

~~(b) for the CPGA Services: $23.00 per Gross Customer Addition in Manager's Service Area multiplied by the Gross Customer Additions in Manager's Service Area.~~

The fees will be paid as set forth in section 10 of the Management Agreement.

3.2.2 Pricing Process. The parties will reset the CCPU and CPGA amounts to be applied in each pricing period after the Initial Pricing Period ends. Each subsequent pricing period will last three years (if Manager continues to use Sprint Spectrum or a Related Party to provide these Services) with, for example, the second pricing period beginning on January 1, 2007 and ending on December 31, 2009.

Replaced with § 29 of ADD VII

The process for resetting the amounts is as follows:

(a) Sprint Spectrum will give Manager proposed CCPU and CPGA amounts by October 31 of the calendar year before the calendar year in which the then current pricing period ends (e.g. if the pricing period ends on December 31, 2006 then the amounts have to be presented by October 31, 2005). The proposed amounts will be based on the amount necessary to recover Sprint PCS' reasonable costs for providing the CCPU Services and CPGA Services to Manager and the Other Managers. Manager's representative and the Sprint PCS representative will begin discussions regarding the proposed CCPU and CPGA amounts within 20 days after Manager receives the proposed CCPU and CPGA amounts from Sprint Spectrum.

REPLACED BY § 4 OF ADD IX

(b) The fee Manager will pay Sprint Spectrum for the CCPU Services provided to Manager by or on behalf of Sprint Spectrum each month beginning on January 1, 2007 until December 31, 2008 under the pricing process described in this section 3.2.2 will not exceed $8.50 per subscriber multiplied by the Number of Customers in Manager's Service Area.

(c) If the parties do not agree on new CCPU and CPGA amounts within 30 days after the discussions begin, then Manager may escalate the discussion to the Sprint PCS Chief Financial Officer or Sprint Spectrum may escalate the discussion to Manager's Chief Executive Officer or Chief Financial Officer.

(d) If the parties cannot agree on the new CCPU and CPGA amounts through the escalation process within 20 days after the escalation process begins, then Manager may either

(i) submit the determination of the CCPU and CPGA amounts to binding arbitration under section 14.2 of this agreement, excluding the escalation process set forth in section 14.1 and continue obtaining all of the CCPU Services and CPGA Services from Sprint Spectrum at the CCPU and CPGA amounts the arbitrator determines, or

(ii) procure from a vendor other than Sprint Spectrum or self-provision all of the Services.

Manager will begin paying Sprint Spectrum under the CCPU and CPGA amounts that Sprint Spectrum presents for discussion at the beginning of the new pricing period until the date on which the parties agree or until the arbitrator determines the new CCPU and CPGA amounts, whichever occurs first. Within 30 days after the amounts are determined (either by agreement or by arbitration), Sprint PCS will recalculate the fees from the beginning of the new pricing period and give notice to Manager of what the fees are and the amount of any adjusting payments required. If Sprint PCS owes Manager a refund of fees already paid, Sprint PCS may pay the amount to Manager or Sprint PCS, in its sole discretion, may credit the amount of the refund against any amounts Manager then owes to Sprint PCS. If Sprint PCS chooses to pay the refund, it will make the payment at the time it sends the notice to Manager; If Sprint PCS chooses to credit the refund, it will in the notice indicate the amounts owing to which the credit will be applied. If Manager owes Sprint PCS additional fees Manager will pay those fees to Sprint PCS within 10 days after receipt of the notice.

By December 1, 2006, the parties will agree on a service level agreement for customer care services and collection services ("**Customer-Related Services**") that will apply to Customer-Related Services delivered by Sprint Spectrum starting on January 1, 2007. If the parties cannot agree on a service level agreement by December 1, 2006, either party may submit a proposed service level agreement to binding arbitration under section 14.2 of the Management Agreement, excluding the escalation process set forth in section 14.1. If the arbitration concludes after January 1, 2007 the service level agreement, as agreed upon through the arbitration process, will be effective as of January 1, 2007. The agreement will set forth 5 metrics for Customer-Related Services and will provide that Sprint Spectrum will use commercially reasonable efforts to meet the industry averages for those metrics as in effect on December 1, 2006. The 5 metrics are:

a) Service Grade Rate defined as percentage of calls answered in 60 seconds or less after the customer enters the call queue.

b) Average Hold Time defined as average time a customer waits to talk to a customer service representative once the customer enters the call queue.

c) Abandoned Call Rate defined as the percentage of calls that disconnect prior to talking to a customer service representative after the customer enters the call queue.

d) Net Write-Offs Rate defined as monthly write-offs of accounts receivable, net

of customer deposits, divided by monthly subscriber revenue.

e) Past-Due Accounts Receivable Aging Rates defined as percentage of accounts receivable greater than 60 days from due date.

The service level agreement will provide that Sprint Spectrum will give Manager a quarterly report on the above metrics. Beginning in 2008, Manager will have the right to opt out of Sprint Spectrum providing the Customer Related Services if the average of the metrics reflected in the four quarterly reports for the prior calendar year indicate that Sprint Spectrum is not in compliance with any 2 of the 5 metrics. To exercise the opt-out right, Manager must give its opt-out notice to Sprint Spectrum during the first quarter of any calendar year that Manager has an opt-out right. Upon receipt of an opt-out notice, Manager and Sprint Spectrum will use commercially reasonable efforts to transition the Customer-Related Services to Manager or a third party vendor within 9 months after the opt-out notice date. Upon the parties' completion of the transition, the parties will agree to an adjustment to the CCPU Service Fee being charged by Sprint Spectrum to Manager. If the parties cannot agree to an adjustment, Manager has the right to submit the determination to binding arbitration under section 14.2 of the Management Agreement, excluding the escalation process set forth in section 14.1, and continue obtaining all the CPGA Services and remaining CCPU services from Sprint Spectrum. Manager will reimburse Sprint Spectrum for transition and continuing operation costs in accordance with Section 3.2.4.

Manager's opt-out right described above is its sole remedy if Sprint Spectrum is not in compliance with the metrics; Sprint Spectrum's non-compliance with the metrics does not constitute a breach of this agreement or any other agreement between the parties.

Manager has the right to propose to Sprint Spectrum that Manager self-provision or procure from a vendor some, but not all, of the Services. Sprint Spectrum will discuss the proposal with Manager, but Manager can only self-provision or procure from a vendor some of the Services if Sprint Spectrum agrees.

3.2.3 Sprint Spectrum First Right of Refusal. Manager must give Sprint Spectrum written notice of Manager's decision to procure the Services from a third party vendor the Services at least 120 days before the end of the Initial Pricing Period or any subsequent three-year pricing period and provide the third party vendor terms to Sprint Spectrum. Sprint Spectrum will have 30 days from the date it receives the third party vendor's terms to decide if it will provide those Services to Manager under those terms.

Replaced with § 30 of ADD VII

Manager must agree to receive the Services from Sprint Spectrum if Sprint Spectrum gives notice to Manager that it will provide the Services to Manager on the third party vendor terms. If Sprint Spectrum does not exercise its first right of refusal, Manager must sign the agreement with the third party vendor on the same terms and conditions as presented to Sprint Spectrum within 10 Business Days after Sprint Spectrum notifies Manager of its decision not to exercise the first right of refusal or the expiration of the 30-day period, whichever occurs first. The procedure set forth in this section 3.2.3 will begin again if

Manager does not sign the agreement with the third party vendor as required in the preceding sentence.

3.2.4 Transition and Continuing Operating Costs. Sprint Spectrum will cooperate with Manager and work diligently and in good faith to implement the transition to another service provider (including Manager, if applicable), in a reasonably efficient and expeditious manner.

Manager will pay for all reasonable out-of-pocket costs that Sprint Spectrum and its Related Parties actually incur to (i) transfer any Service(s) provided to Manager to a third party vendor or to enable Manager to self-provide any Service(s), and (ii) operate and maintain systems, processes, licenses and equipment to support those Services. Sprint Spectrum will bill Manager monthly for these costs.

3.2.5 Settled-Separately Manager Expenses. Manager will pay to or reimburse Sprint Spectrum for any amounts that Sprint Spectrum or its Related Parties pays for Settled-Separately Manager Expenses. **"Settled-Separately Manager Expenses"** means those items the parties choose to settle separately between themselves (e.g. accessory margins, reciprocal retail store cost recovery) that are listed in sections C and D of Schedule 2.1.1.

Replaced with § 31 of Mod VII

Sprint Spectrum will give Manager at least 60 days' prior written notice by providing an amended Schedule 2.1.1 to Manager in accordance with the provisions of section 9.1 of any additional Services added to sections C and D of Schedule 2.1.1, but no additional service may be added to the extent it is the same as, or functionally equivalent to, either:

(a) any service that Sprint Spectrum or any of its Related Parties currently provides to Manager as a CCPU Service or a CPGA Service (unless the fees payable by Manager to Sprint Spectrum hereunder are correspondingly reduced) or

(b) any service or benefit that Manager currently receives from Sprint Spectrum or its Related Parties but for which Manager does not pay a separate fee before the Effective Date.

For each Settled-Separately Manager Expense, Sprint Spectrum will provide sufficient detail to enable Manager to determine how the expense was calculated, including the unit of measurement (*e.g.*, per subscriber per month or per call) and the record of the occurrences generating the expense (*e.g.*, the number of calls attributable to the expense). If an expense is not reasonably subject to occurrence level detail, Sprint Spectrum will provide reasonable detail on the process used to calculate the fee and the process must be reasonable. A detail or process is reasonable if it is substantially in the form as is customarily used in the wireless industry. The Settled-Separately Manager Expenses will be paid as set forth in section 10 of the Management Agreement. Sprint Spectrum

and its Related Parties may arrange for Manager to pay any of the Settled-Separately Manager Expenses directly to the vendor after giving Manager reasonable notice.

Unless Manager specifically agrees otherwise, any Settled-Separately Manager Expense that Sprint Spectrum or any of its Related Parties is entitled to charge or pass through to Manager under this agreement or the Management Agreement will reflect solely out-of-pocket costs and expenses that Sprint Spectrum or its Related Parties actually incur, will be usage-based or directly related to revenue-generating products and services, and will not include any allocation of Sprint PCS' or its Related Parties' internal costs or expenses (including, but not limited to, allocations of general and administrative expenses or allocations of employee compensation or related expenses). For clarity, Sprint Spectrum's or its Related Parties' out-of-pocket costs for handset and accessory inventory consist of actual inventory invoice costs less any volume incentive rebates and price protection credits that Sprint Spectrum or its Related Parties receive from a vendor.

3.3 Late Payments. Any payment due under this section 3 that Manager fails to pay to Sprint Spectrum in accordance with this agreement will bear interest at the Default Rate beginning (and including) the 6th day after the due date stated on the invoice until (and including) the date on which the payment is made.

3.4 Taxes. Manager will pay or reimburse Sprint Spectrum for any sales, use, gross receipts or similar tax, administrative fee, telecommunications fee or surcharge for taxes or fees that a governmental authority levies on the fees and charges that Manager pays to Sprint Spectrum or a Related Party.

§ 3.5 ADDED BY ADD. XV §4

37. Audit [NEW]. Section 5.1.2 of the Services Agreement is amended to read as follows:

*5.1.2 **Audits.*** On reasonable advance notice by one party, the other party must provide its independent or internal auditors access to its appropriate financial and operating records, including, without limitation, vendor and distribution agreements, for purposes of auditing the amount of fees, costs, expenses (including operating metrics referred to in this agreement and the Services Agreement relating to or used in the determination of Inter Service Area Fees, Reseller Customer Fees, CCPU Services or CPGA Services) or other charges payable in connection with the Service Area for the period audited. The party that requested the audit may decide if the audit is conducted by the other party's independent or internal auditors. Manager and Sprint Spectrum may each request no more than one audit per year.

Replaced with § 3.2 of ADD VII

(a) If the audit shows that Sprint Spectrum was underpaid then, unless the amount is contested, Manager will pay to Sprint Spectrum the amount of the underpayment within 10 Business Days after Sprint

Spectrum gives Manager written notice of the underpayment determination.

(b) If the audit determines that Sprint Spectrum was overpaid then, unless the amount is contested, Sprint Spectrum will pay to Manager the amount of the overpayment within 10 Business Days after Manager gives Sprint Spectrum written notice of the overpayment determination.

The auditing party will pay all costs and expenses related to the audit unless the amount owed to the audited party is reduced by more than 10% or the amount owed by the audited party is increased by more than 10%, in which case the audited party will pay the costs and expenses related to the audit.

If either party disputes the auditor's conclusion then the dispute will be submitted to binding arbitration in accordance with section 14.2 of the Management Agreement, excluding the escalation process set forth in section 14.1 of the Management Agreement.

Sprint PCS will provide a Type II Report to Manager annually. If Manager, on the advice of its independent auditors or its legal counsel, determines that a statute, regulation, rule, judicial decision or interpretation, or audit or accounting rule, policy or literature published by the accounting or auditing profession or other authoritative rule making body (such as the Securities and Exchange Commission, the Public Company Accounting Oversight Board or the Financial Accounting Standards Board) requires additional assurances beyond SAS 70, then Sprint Spectrum will cooperate with Manager to provide the additional assurances. Sprint Spectrum's independent auditors will prepare any Type II Report or Manager Management Report provided under this section 5.1.2 and will provide an opinion on the controls placed in operation and tests of operating effectiveness of those controls in effect at Sprint PCS over Manager Management Processes. Sprint PCS or Sprint PCS' auditors will provide information to Manager or Manager's auditors to perform analysis procedures requested by Manager in accordance with this paragraph.

38. **Emailing Notices [NEW].** Section 9.1 of the Services Agreement is amended to read as follows:

9.1 Notices. 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 or email (in either instance with acknowledgement or read receipt received), and addressed as described in section 17.1(b) of the Management Agreement, 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.

The subject line of any email notice that purports to add any additional service to Schedule 2.1.1 must read "Additional Service to Schedule 2.1.1". The

new Schedule 2.1.1 must also be attached to the email, and notice will also be provided to those individuals listed for notices for Manager regarding Program Requirement Changes set forth in section 17.1(b) of the Management Agreement.

Any notice, demand or communication intended to be notice of a breach of an agreement or notice of an Event of Termination must clearly indicate that intent, state the section(s) of the agreements allegedly breached, and in addition to any other form of notice it must be mailed or sent by overnight courier in the manner described in the first paragraph of this section 9.1.

Manager will promptly give Sprint Spectrum a copy of any notice Manager receives from the Administrative Agent or any Lender, and a copy of any notice Manager gives to the Administrative Agent or any Lender. Sprint Spectrum will promptly give Manager a copy of any notice that Sprint Spectrum receives from the Administrative Agent or any Lender and a copy of any notice that Sprint Spectrum gives to the Administrative Agent or any Lender.

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.

39. **Force Majeure [NEW].** The second paragraph of section 9.8 of the Services Agreement is amended to read as follows:

Neither Manager nor Sprint Spectrum, as the case may be, is in breach of any covenant in this agreement and no Event of Termination will occur as a result of the failure of such party to comply with any covenant, if the party's non-compliance with the covenant results primarily from:

(i) any FCC order or any other injunction that any governmental authority issues that impedes the party's ability to comply with the covenant;

(ii) the failure of any governmental authority to grant any consent, approval, waiver or authorization or any delay on the part of any governmental authority in granting any consent, approval, waiver or authorization;

(iii) the failure of any vendor to deliver in a timely manner any equipment or service; or

(iv) any act of God, act of war or insurrection, riot, fire, accident, explosion, labor unrest, strike, civil unrest, work stoppage, condemnation or any similar cause or event not reasonably within the control of the party;

40. **Governing Law [Addm III, §2/].** Section 9.11 of the Services Agreement is replaced with the following language: Replaced with § 33 of ADD VII

~~9.11 Governing Law. The internal laws of the State of Kansas (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.~~

Trademark License Agreements

41. **Marking; Compliance with Trademark Laws [Addm I, §29].** ~~The following sentence is added at the end of section 2.3 to both Trademark License Agreements: "Licensor shall advise Licensee periodically as to the appropriate designations for each Licensed Mark."~~ Replace with § 41 of ADD VII

42. **Ownership of Advertising Materials [Addm I, §29].** The first sentence of section 11.5 of both Trademark License Agreements are amended to read as follows: "All agreements entered into by Licensee with advertising agencies shall provide that Licensor shall own all advertising materials (including concepts, themes, characters and the like) created or developed thereunder which incorporate the Licensed Marks."

43. **Notices [NEW].** Section 15.1 of each of the Trademark License Agreements is amended to read as follows:

> Section 15.1. Notices. 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, or sent by facsimile (with acknowledgment received), charges prepaid and addressed as described in section 17.1(b) of the Management Agreement, 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.
>
> Any notice, demand or communication intended to be notice of a breach of an agreement or notice of an Event of Termination must clearly indicate that intent, state the section(s) of the agreements allegedly breached, and be mailed or sent by overnight courier in the manner described in the preceding paragraph.
>
> Licensee will promptly give Licensor a copy of any notice Licensee receives from any Administrative Agent or any Lender, and a copy of any notice Licensee gives to any Administrative Agent or any Lender. Licensor will promptly give Licensee a copy of any notice that Licensor receives from the Administrative Agent or any Lender and a copy of any notice that Licensor gives to the Administrative Agent or any Lender.
>
> 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.

44. **Governing Law and Jurisdiction [Addm III, §2].** (a) Section 15.8 of each of the Trademark License Agreements is replaced by the following language: Replaced with § 47 of ADD VII

15.8 Governing Law. The internal laws of the State of Kansas (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) Section 15.13 of each of the Trademark License Agreements is replaced by the following language:

Replaced with § 48 of ADD VII

15.13 Jurisdiction; Consent to Service of Process.

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Kansas State court sitting in the County of Johnson or any Federal court of the United States of America sitting in the District of Kansas, 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, and 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 Kansas State Court or, to the extent permitted by law, in such Federal court.

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which 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 Kansas State court sitting in the County of Johnson or any Federal court sitting in the District of Kansas. 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.

(c) 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 shall be deemed to have been given only when actually received by such party. Nothing in this agreement shall affect the right of a party to serve process in another manner permitted by law.

Schedule of Definitions

45. **Deleted Definitions [NEW].** The definition of "Available Services is deleted.

46. **Additional, Amended or Supplemented Definitions [NEW].** The following are new or amended definitions, unless otherwise indicated.

"Allocable Software Fee" has the meaning set forth in section 1.3.4(f) of the Management Agreement.

"Allocated Write-offs" has the meaning set forth in section 10.3.4 of the Management Agreement.

"Amended Exhibit 2.1" has the meaning set forth in section 1 of Addendum III.

"Amount Billed (Net of Customer Credits)" has the meaning set forth in section 10.3.3 of the Management Agreement.

"Away Network" means:

(i) any portion of the Sprint PCS Network other than Manager's Service Area Network, in the case of Customers with an NPA-NXX assigned to the Service Area (or any other such designation in accordance with section 17.17 of the Management Agreement), and

(ii) Manager's Service Area Network, in the case of Customers with an NPA-NXX assigned to an area outside the Service Area (or any other designation in accordance with section 17.17 of the Management Agreement).

"Billed Component(s)" has the meaning set forth in section 10.3.2 of the Management Agreement.

"Billed Month" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Billed Revenue" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Capital Program Requirement Change" has the meaning set forth in section 9.3.1(b) of the Management Agreement.

"CCPU Services" means those Services listed in section A of Schedule 2.1.1 to the Services Agreement.

"Chief Financial Officer of Sprint PCS", "Sprint PCS Chief Financial Officer" and other references to the Chief Financial Officer of Sprint PCS mean the Senior Vice President – Finance of Sprint Corporation designated to serve as the chief financial officer of Sprint PCS or if none, the individual serving in that capacity.

"CPGA Services" means those Services listed in section B of Schedule 2.1.1 to the Services Agreement.

"CSA" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Customer" means any customer, except Reseller Customers or customers of third parties for which Manager provides solely switching services, who purchases Sprint PCS Products and Services, regardless of where their NPA-NXX is assigned.

"Customer Credits" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Customer Equipment Charges" has the meaning set forth in section 10.3.2.5 of the Management Agreement.

"Customer Equipment Credits" has the meaning set forth in section 10.3.2.2 of the Management Agreement.

"Customer-Related Services" has the meaning set forth in section 3.2.2 of the Services Agreement.

"Customer Taxes" means the amounts that Sprint PCS bills to Manager Accounts for taxes, including, without limitation, federal, state, and local sales, use, gross and excise tax.

"Effective Date" has the meaning set forth in the preamble of Addendum VI.

"Enterprise Value" means either:

(i) if the entity has issued publicly-traded equity, the combined book value of the entity's outstanding debt and preferred stock less cash plus the fair market value of each class of its publicly-traded equity other than any publicly-traded preferred stock. For the purposes of this definition, the fair market value of a class of the entity's publicly-traded equity (other than publicly-traded preferred stock) is equal to the product of:

(A) the number of issued and outstanding shares of the class of publicly-traded equity as of the date of determination, times

(B) the applicable average closing price (or average closing bid, if traded on the over-the-counter market) per share of the class of publicly-traded equity over the 21 consecutive trading days immediately preceding the date of determination; or

(ii) if the entity does not have issued publicly-traded equity, the combined book value of the entity's outstanding debt and equity less cash.

"E911 Phase I Surcharges" means all costs related to Phase I E911 functionality.

"E911 Phase II Surcharges" has the meaning set forth in section 10.3.2.6 of the Management Agreement.

"ETC" has the meaning set forth in section 10.6.1 of the Management Agreement.

"Fee Based on Billed Revenue" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Gross Customer Additions in Manager's Service Area" means the average number of Customers activated (without taking into consideration the number of Customers lost) during the previous month with an NPA-NXX assigned to the Service Area as reported in Sprint PCS' most recent monthly KPI report.

← new definitions added from § 49 of ADD VII

"Initial 3G Data Fee Period" has the meaning set forth in section 10.4.1.3(a) of the Management Agreement.

"Initial Pricing Period" has the meaning set forth in section 3.2.1 of the Services Agreement.

"Inter Service Area Fee" has the meaning set forth in section 4.3 of the Management Agreement.

→ SEE ALSO § 18 OF ADDENDUM XVIII

"Investment Banker" has the meaning set forth in section 9.3.2 of the Management Agreement.

← new definition added from § 49 of ADD VII

"Manager Accounts" has the meaning set forth in section 10.2.1 of the Management Agreement.

"Manager Management Process" has the meaning set forth in section 12.1.2 of the Management Agreement.

"Manager Management Report" has the meaning set forth in section 12.1.2 of the Management Agreement.

"Net Billed Revenue" has the meaning set forth in section 10.2.1 of the Management Agreement.

"New Coverage" means the build-out in the Service Area that is in addition to the build-out required under the then-existing Build-out Plan, which build-out Sprint PCS or Manager decides should be built-out.

"NPA-NXX" means NPA-NXX or an equivalent identifier, such as a network access identifier (NAI).

"Non-Capital Program Requirement Change" has the meaning set forth in section 9.3.1(a) of the Management Agreement.

"Number of Customers in Manager's Service Area" means the average number of Customers with NPA-NXXs assigned to the Service Area reported in Sprint PCS' most recent monthly KPI report.

"Offered Spectrum" has the meaning set forth in section 17.15.5 of the Management Agreement.

"Operating Assets" [Addm I, §28] means the assets Manager owns and uses in connection with the operation of the Service Area Network, at the time of termination, to provide the Sprint PCS Products and Services. Operating Assets does not include items such as furniture, fixtures and buildings that Manager uses in connection with other businesses. Operating Assets includes any contracts or agreements between Manager and its Related Parties that are necessary to operate the Service Area Network. Operating Assets does not include any logos or trademarks registered to Manager or its Related Parties or any rights of Manager that survive termination of the agreement. Examples of Operating Assets include without limitation: switches, towers, cell sites, systems, records and retail stores.

"Outbound Roaming Fees" means the amounts that Sprint PCS or its Related Parties bills to Manager Accounts for calls placed on a non-Sprint PCS Network.

"Overall Changes" has the meaning set forth in section 1.10(a) of the Management Agreement.

"Program Requirement Change" means a change in a Program Requirement issued by Sprint PCS in accordance with section 9.2 of the Management Agreement.

"Real Property" has the meaning set forth in paragraph 1.7 of Exhibit 11.8 to the Management Agreement.

"Related Party" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the Person. For purposes of the Management Agreement, Sprint Spectrum L.P., a Delaware limited partnership, WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, PhillieCo Partners I, L.P., a Delaware limited partnership, PhillieCo, L.P., a Delaware limited partnership, Sprint Telephony PCS, L.P., a Delaware limited partnership, Sprint PCS License, L.L.C., a Delaware limited liability company, American PCS Communications, LLC, a Delaware limited liability company, APC PCS, LLC, a Delaware limited liability company, and Sprint Communications Company L.P., a Delaware partnership, will be deemed to be Related Parties of Sprint PCS. For purposes of this definition, the term "controls" (including its correlative meanings "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Required Resale Participation Period" means the period from April 1, 2004, until the later of (1) December 31, 2006 and (2) the expiration of any three-year period beginning after December 31, 2006, for which Sprint PCS and Manager have reached agreement in accordance with section 10.4.1.1(c) with respect to the terms, fees and conditions applicable to Manager's participation in resale arrangements entered into by

Sprint PCS. For the avoidance of doubt, if Manager and Sprint PCS are not able to reach agreement in accordance with section 10.4.1.1(c) with respect to the terms, fees and conditions applicable to Manager's participation in resale arrangements entered into by Sprint PCS, then the "Required Resale Participation Period" will automatically end at the expiration of the then current three-year period.

~~**"Reseller Customer"** means customers of companies or organizations with a Private Label PCS Services or similar resale arrangement with Sprint PCS or Manager.~~

REPLACED BY § 19 OF ADDENDUM XII

~~**"Reseller Customer Fees"** has the meaning set forth in section 10.4.1.1 of the Management Agreement.~~

"SCCLP" has the meaning set forth in section 3.4.2(b) of the Management Agreement.

SEE ALSO § 18 OF ADDENDUM XVIII

"Selected Services" means Services.

"Service Area Network" means the network that is directly required for the provision of Sprint PCS Products and Services to Customers and is managed by Manager under the Management Agreement in the Service Area under the License.

"Services" has the meaning set forth in section 2.1.1 of the Services Agreement.

"Settled-Separately Manager Expenses" has the meaning set forth in section 3.2.5 of the Services Agreement.

"Software" means only that software and software features currently existing or developed in the future that are used in connection with telecommunications equipment owned or leased by Manager in Manager's provisioning of Sprint PCS Products and Services and that are necessary in Manager's provisioning of Sprint Products and Services in the Service Area and includes, without limitation, software maintenance, updates, improvements, upgrades and modifications to the software. "Software" expressly excludes:

(i) software "rights to use" licenses to the extent paid to the licensor directly by Manager, and

(ii) software operating Sprint PCS' national platforms, billing system platforms, customer service platforms and like applications.

"Software Fees" means costs associated (including applicable license fees) with procuring software, software maintenance, software upgrades and other software costs needed to provide uniform and consistent operation of the wireless systems within the Sprint PCS Network.

"Spectrum Offer" has the meaning set forth in section 17.15.5 of the Management Agreement.

new definition added from § 49 of ADD VII

"Sprint PCS" means any or all of the following Related Parties who are License holders or signatories to the Management Agreement: Sprint Spectrum L.P., a Delaware limited partnership, WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, PhillieCo Partners I, L.P., a Delaware limited partnership, PhillieCo, L.P., a Delaware limited partnership, Sprint Telephony PCS, L.P., a Delaware limited partnership, Sprint PCS License, L.L.C., a Delaware limited liability company, American PCS Communications, LLC, a Delaware limited liability company, and APC PCS, LLC, a Delaware limited liability company. Any reference in the Management Agreement or Services Agreement to Cox Communications PCS, L.P., a Delaware limited partnership, or Cox PCS License, L.L.C., a Delaware limited liability company, is changed to Sprint Telephony PCS, L.P., a Delaware limited partnership, or Sprint PCS License, L.L.C., a Delaware limited liability company, respectively, to reflect name changes filed with the Delaware Secretary of State in 2002.

"Sprint PCS ARPU" means the average revenue per user publicly announced by Sprint PCS or its Related Parties for the most recent calendar year. Sprint PCS ARPU is generally calculated by dividing wireless service revenues by average wireless subscribers.

"Sprint PCS Retail Yield for Voice and 2G Data Usage" means the quotient calculated by dividing (a) Sprint PCS ARPU less the 3G data component in the Sprint PCS ARPU by (b) the reported minutes of use per subscriber for the calendar year for which the Sprint PCS ARPU was calculated.

"Sprint PCS Retail Yield for 3G Data Usage" means the quotient calculated by dividing (a) the 3G data component in the Sprint PCS ARPU by (b) the kilobytes of use for 3G data usage per subscriber for the calendar year for which the Sprint PCS ARPU was calculated.

"Subsidy Funds" has the meaning set forth in section 10.6.1 of the Management Agreement.

"Transition Date" has the meaning set forth in section 10.12.3 of the Management Agreement.

"3G Net Travel Amount" has the meaning set forth in section 10.4.1.3(b)(i)(A) of the Management Agreement.

"3G Standard Travel Rate" has the meaning set forth in section 10.4.1.3(a) of the Management Agreement.

"3G Travel Ratio" means an amount determined where the numerator is the total billed kilobytes of use that Customers with an NPA-NXX that is not assigned to the Service Area Network use the Service Area Network for Inter Service Area 3G Data during a calendar month, calendar year or other period and the denominator is total billed kilobytes of use that Customers with an NPA-NXX assigned to the Service Area use a

portion of the Sprint PCS Network other than the Service Area Network for Inter Service Area 3G Data for the same measured period.

"Total Software Cost" means the amount paid by Sprint PCS to the vendor directly associated with the Software used by Sprint PCS, Manager and Other Managers (if and to the extent Manager and the Other Managers have agreed to pay any Allocable Software Fee) for the Sprint PCS Network for which Manager is not obligated to pay the Software vendor directly, net of any discounts or rebates and excluding any mark-up by Sprint PCS for administrative or other fees.

"Type II Report" has the meaning set forth in section 12.1.2 of the Management Agreement.

"USF Charges" has the meaning set forth in section 10.3.2.7 of the Management Agreement.

"Vendor Software" has the meaning set forth in section 1.3.4(b) of the Management Agreement.

"Voice and 2G Adjusted Travel Rates" has the meaning set forth in section 10.4.1.2(b)(i)(A)of the Management Agreement.

"Voice and 2G Net Travel Amount" has the meaning set forth in section 10.4.1.2(b)(ii)(A) of the Management Agreement.

"Voice and 2G Standard Travel Rates" has the meaning set forth in section 10.4.1.2(a) of the Management Agreement.

"Voice and 2G Travel Ratio" means an amount determined where the numerator is the total billed minutes of use that Customers with an NPA-NXX that is not assigned to the Service Area Network use the Service Area Network for Inter Service Area Voice and 2G Data during a calendar month, calendar year or other period and the denominator is total billed minutes of use that Customers with an NPA-NXX assigned to the Service Area use a portion of the Sprint PCS Network other than the Service Area Network for Inter Service Area Voice and 2G Data for the same measured period.

"WLNP Surcharges" has the meaning set forth in section 10.2.4 of the Management Agreement.

"Write-offs" has the meaning set forth in section 10.3.1 of the Management Agreement.

"Year 2000 Compliance" has the meaning set forth in section 17.29 of the Management Agreement.

B. Cross-references to Other Paragraphs in Previous Addenda.

Listed below are those paragraphs in the previous addenda that are hereby deleted in their entirety.

Addendum I

8. Switching Charges
12. Deployment of Cellular by Manager's Related Parties

Listed below are those paragraphs in the previous addenda that are interpretations or applications of the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions and that are not listed above. These serve as cross-references to facilitate finding provisions in the previous addenda. The number shown at the beginning of each item is the paragraph reference in the designated Addendum.

Addendum I

1. Ownership of Spectrum
6. Development and Purchase of Cell Sites
8. Switching Charges (Deleted by Addm V, B)
10. Branding and Retail Store Presentation
11. Use of Manager's PCS Licenses and GSM Assets
12. Deployment of Cellular by Manager's Related Parties (Deleted by Addm V, B)
18. Regulatory Approvals for Transfers
27. Result of Services Agreement Breach

Addendum II

1. Transfer of Spectrum (Deleted by Addm IV, §1)
2. Counterparts

Addendum III

None

Addendum IV

1. Transfer of Spectrum - Deleted
2. NPA-NXX-X Transfer
3. Counterparts.

Addendum V (initial simplified pricing addendum)

None (all are superseded by Addendum VI as of the Effective Date of Addendum VI)

C. **Other Provisions.**

1. **Manager and Sprint PCS' Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

2. **Reaffirmation of Sprint Agreements.** Each of the undersigned reaffirms in their entirety the Management Agreement, the Services Agreement and the Trademark License Agreements, together with their respective rights and obligations under those agreements.

3. **Counterparts.** This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

The parties have caused this Addendum VI to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: _____
Name: David B. Bottoms
Title: VP, Wireless Strategic Partnerships

WIRELESSCO, L.P.

By: _____
Name: David B. Bottoms
Title: VP; Wireless Strategic Partnerships

APC PCS, LLC

By: _____
Name: David B. Bottoms
Title: VP; Wireless Strategic Partnerships

PHILLIECO, L.P.

By: _____
Name: David B. Bottoms
Title: VP; Wireless Strategic Partnerships

SPRINT COMMUNICATIONS COMPANY L.P.

By: _____
Name: Thomas E. Murphy
Title: SVP Communications + Brand Mgmt.

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: _____
Title: _____

The parties have caused this Addendum VI to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: _____
Name: _____
Title: _____

WIRELESSCO, L.P.

By: _____
Name: _____
Title: _____

APC PCS, LLC

By: _____
Name: _____
Title: _____

PHILLIECO, L.P.

By: _____
Name: _____
Title: _____

SPRINT COMMUNICATIONS COMPANY L.P.

By: _____
Name: _____
Title: _____

SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

By: _____
Name: Steve Rhodes
Title: SVP/COO

[[BEGIN CONFIDENTIAL]]

EXHIBIT 1

Series

Schedule 2.1.1

[[END CONFIDENTIAL]]

EXECUTION COPY

Addendum VII
to
Sprint PCS Management Agreement and
Sprint PCS Services Agreement

Amending these agreements further and restating certain paragraphs in Addenda I through VI

Dated as of March 13, 2007

Manager: SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

Service Area BTAs: Altoona, PA #12
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV #179
Harrisburg, PA #181
Harrisonburg, VA #183
Washington, DC (Jefferson County, WV only) #471
Winchester, VA #479
York-Hanover, PA #483

This Addendum VII (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between Sprint Spectrum L.P., WirelessCo, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Shenandoah Personal Communications Company (the "Management Agreement"), the Sprint PCS Services Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Service Agreement"), the Sprint Trademark and Service Mark License Agreement, dated November 5, 1999, between Sprint Communications Company, L.P. and Shenandoah Personal Communications Company (the "Sprint Trademark License Agreement"), the Sprint Spectrum Trademark and Service Mark License Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Sprint Spectrum Trademark License Agreement"; together with the Sprint Trademark License Agreement, the "Trademark License Agreements"), and the Schedule of Definitions, dated November 5, 1999, attached to the Management Agreement (the "Schedule of Definitions"). The Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions were amended by:

(1) Addendum I dated as of November 5, 1999,

(2) Addendum II dated as of August 31, 2000,

(3) Addendum III dated as of September 26, 2001,

(4) Addendum IV dated as of May 22, 2003,

(5) Addendum V dated as of January 30, 2004, and

(6) Addendum VI dated as of May 24, 2004.

The purpose of this Addendum is to amend the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions.

The terms and provisions of this Addendum control over any conflicting terms and provisions contained in the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for express modifications made in this Addendum. This Addendum does not change the effective date of any prior amendment made to the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions through previously executed addenda.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Schedule of Definitions or in prior addenda. Section and Exhibit references are to sections and Exhibits of the Management Agreement unless otherwise noted.

The parties are executing this Addendum as of the date noted above, but this Addendum becomes effective on January 1, 2007 (the "Effective Date").

On the Effective Date, the following provisions of the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions are amended and, in certain cases, restated, as follows:

A. New Amendments and Restatement of Previous Amendments to Sprint PCS Agreements.

Management Agreement

1. The last paragraph of Section 1.1 is amended to read as follows:

Subject to the terms and conditions of this agreement, including, without limitation, Sections 1.9, 9.5 and 12.1.2, Sprint PCS has the right to unfettered access to the Service Area Network to be constructed by Manager under this agreement. Except with respect to the payment obligations under Sections 1.4, 1.9.2, 1.10, 4.4, 9.3, 10.2, 10.5, 10.6, 10.8, 10.9, 12.1.2 and Article XIII of this agreement, Sections 2.1.1(d), 2.1.2(b), 3.3, 3.4, 5.1.2 and Article VI of the Services Agreement and any payments arising as a result of any default of the parties' obligations under this agreement and the Services Agreement, the Fee Based on Billed Revenue described in Section 10.2.1 of this agreement, and the

AMENDED BY §1 OF ADDENDUM XI.

~~Net Service Fee described in Section 3.2 of the Services Agreement will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.~~

2. Section 1.3.1 is amended to read as follows:

1.3.1 Discounted Volume-Based Pricing. Manager may participate in discounted volume-based pricing on wireless-related products and services and in the warranties Sprint PCS receives from vendors, as is commercially reasonable and to the extent permitted by applicable procurement agreements (*e.g.*, agreements related to network infrastructure equipment, subscriber equipment, interconnection and collocation). Sprint PCS will use commercially reasonable efforts to obtain for managers the same price Sprint PCS receives from vendors; this does not prohibit Sprint PCS from entering into procurement agreements that do not provide managers with the Sprint PCS prices. If Sprint does not obtain for Manager the right to participate in any procurement agreement for wireless-related products and services, in each case at the same price and on at least as favorable terms as Sprint PCS receives, then Sprint PCS shall make available to Manager wireless handsets and related devices and accessories that may be used by subscribers who purchase such items from Manager at the same price and on at least as favorable terms as Sprint PCS receives.

3. Section 1.3.4 is amended to read as follows:

1.3.4 Software Fees.

(a) Without limitation of the obligations of Sprint Spectrum L.P. under the Services Agreement, Sprint PCS, when obtaining software for its own use that is identical to the Software, will use commercially reasonable efforts to obtain a license from vendors providing for the right of Manager to use the Software in connection with telecommunications equipment manufactured by the vendor (collectively the software obtained by Sprint PCS for its own use and the Software that operates on telecommunications equipment manufactured by the vendor are for purposes of this Section 1.3.4, the "Vendor Software"; when the term "Vendor Software" is used with respect to Manager, it means only the Software, and not the software used only by Sprint PCS).

(b) Sprint PCS will pay all Software Fees relating to the Vendor Software to the vendor if Sprint PCS obtains a license from the vendor that provides the Manager the right to use the Vendor Software pursuant to Section 1.3.4(a).

(c) If Sprint PCS determines that it cannot reasonably obtain a license for Manager pursuant to Section 1.3.4(a), or that any license obtained for Manager pursuant to Section 1.3.4(a) will expire or terminate, then Sprint PCS will provide Manager with prompt written notice of such circumstances, together with any information reasonably requested by Manager, unless prohibited by a non-disclosure obligation, with respect to the applicable Vendor Software and/or license, including, but not limited to, the pricing and other material terms and conditions of any such license, the negotiations relating to any such license, and the network elements to be covered by any such license. Manager will arrange independently with a vendor to obtain a license to the Vendor Software. Any license that Manager obtains from a vendor must require the Vendor Software to be tested in Sprint PCS test beds by Sprint PCS and require Sprint PCS, not the vendor or Manager, to push the Vendor Software to the Service Area Network unless Sprint PCS otherwise consents in advance in writing. Sprint PCS agrees to test the Vendor Software in Sprint PCS test beds within a reasonable period after Manager reasonably requests the tests in writing.

(d) Manager will be responsible for paying all Software Fees relating to the Vendor Software to the vendor if Manager obtains a license from the vendor pursuant to Section 1.3.4(c). For the avoidance of doubt, in the event of a decrease in the cost to Sprint PCS of obtaining for Manager the right to use any Vendor Software, whether due to the circumstances described in Section 1.3.4(c) or otherwise, then such decrease in cost will be taken into account in connection with the determination of the Appropriate Net Service Fee pursuant to Section 3.2.2 of the Services Agreement.

4. Section 1.10 is amended to read as follows:

1.10 Most Favored Nation. Sprint PCS represents and warrants to Manager that the terms and conditions of this agreement and the Services Agreement are no less favorable to Manager than the terms and conditions contained in any Management Agreement or Services Agreement between Sprint PCS and any Other Manager. The foregoing representation and warranty does not and will not apply to the specific amount of the Fee Based on Billed Revenue or the specific amount of the Net Service Fee, but does and will apply to the assumptions and calculation methods applied in the determination of such amounts.

Manager has the right, but not the obligation, to amend the terms in its Management Agreement and Services Agreement as described in this Section 1.10 if, during the period beginning on the date of this Addendum and ending December 31, 2008, any of the terms of an Other Manager's

Management Agreement or Services Agreement are amended in any manner for any reason to be more favorable to the Other Manager than the terms of Manager's Management Agreement or Services Agreement are to Manager, subject to the following:

(a) Manager must elect to accept all, but not less than all, of the terms of the Other Manager's Management Agreement and Services Agreement agreed to since the Effective Date (including accepting existing terms that relate to the changes or terms that were previously changed and not previously accepted by Manager but that remain a part of the latest version of the Other Manager's agreement) (collectively, but excluding the changes described in paragraphs (b) and (c) below, the "Overall Changes");

(b) Manager will not be required to accept any changes involving payment of specific disputed amounts arising under the Management Agreement or Services Agreement of the Other Manager; and

(c) No amendments in Manager's Management Agreement and Services Agreement will be made to reflect changes made in an Other Manager's Management Agreement and Services Agreement if such changes are: (i) made solely because the Other Manager owns spectrum on which all or a portion of its network operates, unless the Other Manager acquired this spectrum from Sprint PCS or its Related Parties after the Effective Date, (ii) compelled by a law, rule or regulation that applies to the Other Manager, but not to Manager, (iii) made solely to modify a build-out plan, or (iv) relate to the specific amount of the Fee Based on Billed Revenue or the specific amount of the Net Service Fee.

Sprint PCS will prepare and deliver to Manager either an addendum containing the Overall Changes that have been made to the Other Manager's agreements in all of its addenda or copies of the Other Manager's amended and restated Management Agreement, Services Agreement and Trademark License Agreements (in each case redacted to protect the identity of the Other Manager) within 10 Business Days after the later of the effective date expressly stated in the amendment or other instrument containing these changes and the date of the addendum or other instrument. Manager will then have 30 days after receipt of such addendum or agreement to notify Sprint PCS that Manager wants the Overall Changes.

If Manager does not notify Sprint PCS in this 30-day period in writing that it wants the Overall Changes, no changes will be made in the agreements between Manager and Sprint PCS and Manager will be deemed to have waived its rights under this Section 1.10 with respect to the Overall Changes.

If Manager notifies Sprint PCS within the 30-day period in writing that it wants the Overall Changes, Sprint PCS will prepare, execute and deliver to Manager an addendum reflecting the Overall Changes. The new addendum will have the same effective date as the addendum or the restated Management Agreement, Services Agreement and Trademark License Agreements between Sprint PCS and the Other Manager that gave rise to the new addendum. For purposes of clarification, if the addendum or other instrument between Sprint PCS and the Other Manager provides or defines a specific date that is the effective date of the addendum or other instruments, then the effective date of the new addendum will be the same as that specific date. Manager will have 15 days after receipt of the new addendum to review the new addendum and notify Sprint PCS if Manager determines any inaccuracies are reflected in the new addendum. Sprint PCS will correct those inaccuracies and provide a corrected new addendum to Manager within 10 Business Days after Manager's notification.

No changes will be made in the agreements between Manager and Sprint PCS if Manager does not execute and return the signed addendum within 30 days after receipt of the signed addendum (or the corrected signed addendum, if applicable, pursuant to the previous paragraph), in which case Manager will be deemed to have waived its rights under this Section 1.10 with respect to the Overall Changes contained in the addendum presented.

If Manager and Sprint PCS disagree as to whether the terms of the signed addendum accurately reflect the Overall Changes, then the parties will submit to binding arbitration in accordance with Section 14.2, excluding the escalation process set forth in Section 14.1. If the arbiter rules in favor of Manager, then Sprint PCS will make changes to the signed addendum that are necessary to reflect the arbiter's ruling, submit the revised signed addendum to Manager within 10 days after receipt of the arbiter's ruling and pay all of Manager's expenses and attorneys' fees related to the arbitration. If the arbiter rules in favor of Sprint PCS, then Manager may: (i) execute the signed addendum as proffered to Manager within 10 days after Manager's receipt of the arbiter's ruling or (ii) decline

to accept the addendum, and in each Manager will pay all of Sprint PCS's expenses and attorneys' fees related to the arbitration.

The parties acknowledge that Sprint PCS can disclose to Manager who the Other Manager is that gave rise to the proposed addendum only if the Other Manager agrees to the disclosure.

For purpose of this Section 1.10, the term "Other Managers" does not include any Other Manager that is a Related Party of Sprint PCS (*e.g.*, if a Related Party of Sprint PCS acquires an Other Manager, Manager will not have any rights under this Section 1.10 in the event of any subsequent change to such Other Manager's Management Agreement or Services Agreement).

5. Section 2.3 is amended to read as follows:

2.3 Exclusivity.

(a) Subject only to the exceptions set forth in Section 2.3(d), Manager will be the only person or entity that is a manager, operator or provider of wireless mobility services in the 1850-1990 MHz spectrum range for Sprint PCS and its Related Parties in the Service Area, and neither Sprint PCS nor any of its Related Parties will permit any other person or entity to manage, operate or provide wireless mobility services in the 1850-1990 MHz spectrum range for Sprint PCS and/or its Related Parties in the Service Area, except that Sprint PCS may enter into roaming arrangements with other parties. For purposes of this Section 2.3, "mobility" means the capability to sustain a continuous session (voice or data) throughout a broad geographic area by transferring the session from cell site to cell site as the mobile device moves within the geographic area. For purposes of clarification, Wi-Fi and WiMAX are not wireless mobility services because such services cannot be transferred from cell site to cell site.

REPLACED BY ~~§4 OF ADDENDUM XII~~ ~~§2 OF ADDENDUM XVI~~ §7 OF ADD XVIII

(b) Manager acknowledges that Related Parties of Sprint PCS offer products and services that use iDEN technology. Manager will have the non-exclusive right to distribute Sprint Nextel-branded iDEN Products and iDEN Services in the Service Area in the 800 MHz and 900 MHz spectrum range pursuant to an iDEN Distribution Agreement to be entered into by and between Sprint Solutions Inc. and Manager (the "Distribution Agreement"). Manager acknowledges that Related Parties of Sprint PCS currently have and may continue to have arrangements with third party iDEN distributors in the Service Area, except that Sprint PCS and its Related Parties will not own, operate, or manage, or have an equity interest in, directly or indirectly, any retail or similar store or facility that sells or otherwise distributes Sprint Nextel-branded iDEN Products

and/or iDEN Services (each as defined in the Distribution Agreement) in the Service Area; provided, that if Manager materially breaches its obligations to sell iDEN Products and iDEN Services in accordance with the terms and conditions of the Distribution Agreement and, as a result of such breach and Manager's failure to cure such breach within the cure periods provided for in the Distribution Agreement, SN has the right to terminate the Distribution Agreement, Sprint PCS and its Related Parties may open in the Service Area retail store locations to be owned by Sprint PCS or its Related Parties for the distribution of Sprint Nextel-branded iDEN Products and/or iDEN Services.

(c) Subject to the rights of Manager and the obligations of Sprint PCS and its Related Parties under paragraph (a) above and paragraph (b) above, if any party or any of its Related Parties intends to provide any wireless services in the Service Area which are not otherwise prohibited by this agreement, then the party proposing to provide such services (the "Notifying Party") will promptly notify the other party (the "Receiving Party") of such intent, and, if the Receiving Party notifies the Notifying Party in writing within 30 days thereafter that it would like to provide such services in the Service Area and/or participate in any build-out of a network providing such services in the Service Area, the parties will use commercially reasonable efforts for a period of up to 60 days to agree upon the terms and conditions upon which the Receiving Party would provide such services in the Service Area and/or participate in the build-out of a facilities-based network providing such services in the Service Area. During such 60-day period, the Notifying Party and its Related Parties will not enter into any discussions with any third party with respect to the provision of such services in the Service Area and/or the build-out of a facilities-based network providing such services in the Service Area. Notwithstanding the foregoing, nothing in this Section 2.3(c) will prohibit Sprint PCS or its Related Parties from entering into discussions or any agreement with any third party with respect to the provision of such services in an area that includes all or any part of, but is Broader than, the Service Area and/or the build-out of a facilities-based network providing wireless services in an area that includes all or any part of, but is Broader than, the Service Area; provided, however, that Sprint PCS and its Related Parties shall use good faith efforts to introduce Manager to such third party in order to facilitate an opportunity for Manager to participate in the provision of such services in the Service Area and/or the build-out of a facilities-based network providing such services in the Service Area, as applicable. An area is "Broader" than the Service Area if it has a total number of pops that is equal to or greater than ten (10) times the number of pops in the Service Area. If the parties are unable to reach an agreement within such sixty (60)-day period, the Notifying Party and its Related Parties will be free to provide such services and/or build-out a facilities-based network providing such services, directly or indirectly through a third party, in the Service Area, except

that the Notifying Party and its Related Parties may not agree to terms and conditions with any such third party that are more favorable to such third party than the terms and conditions that were offered to the Receiving Party during the sixty (60)-day period referenced in this paragraph (c) without first providing the Receiving Party with written notice of the terms and conditions proposed to be agreed to with any such third party and a fifteen (15)-Business Day opportunity to accept such terms and conditions. This paragraph (c) will not apply to (i) any services proposed to be offered by either party or its Related Parties if the other party offers a competing service in the Service Area, or (ii) any wireless services already provided by either party in the Service Area as of the Effective Date. In addition, this paragraph (c) shall not apply to any Wi-Fi services proposed to be offered by Manager or Manager's Related Parties. With respect to auctions for wireless spectrum and applications submitted by a party for wireless spectrum, the time periods described in this paragraph (c) shall be adjusted as reasonably necessary to allow the Notifying Party to participate in such activities in a timely manner. For the avoidance of doubt, this Section 2.3(c) does not apply to the purchase of spectrum by any party (including the participation in a spectrum auction), except that any subsequent use of such spectrum would be subject to this Section 2.3(c).

REPLACED BY §2 OF ADD XII

SEE ADD XIV §2

(d) Notwithstanding anything to the contrary contained in this Section 2.3:

~~(i) Sprint PCS may cause Sprint PCS Products and Services to be sold in the Service Area through the Sprint PCS National Accounts Program Requirements and Sprint PCS National or Regional Distribution Program Requirements;~~

Replaced with §2 of ADD XII

(ii) If Sprint PCS or any Related Party of Sprint PCS publicly announces the signing of a definitive agreement with respect to any merger, tender or exchange offer, acquisition or other business combination transaction that would upon consummation otherwise result in a breach of the exclusivity provision of this agreement (a "Competing Transaction"), then during the period from the date of such announcement until the consummation of such Competing Transaction (the "Forbearance Period"), Manager agrees not to file any claim or action against Sprint PCS or its Related Parties with respect to such Competing Transaction so long as the conflicting businesses are operated on an independent, stand-alone and status quo basis and Sprint PCS or its Related Parties negotiate in good faith with Manager the terms and conditions of a mutually acceptable settlement agreement; and

SUPERSEDED BY §8 OF ADDENDUM XVIII

REPLACED WITH §2 OF ADD IX

REPLACED WITH §2 OF ADDENDUM XI

(iii) a reseller of Sprint PCS Products and Services may sell its products and services in the Service Area so long as such resale is not contrary to the terms and conditions of this agreement.

With respect to Section 2.3(d)(ii) and the breach described therein, in the event that Sprint PCS or its Related Parties and Manager are unable to enter into a settlement agreement during the Forbearance Period, then Manager agrees not to file any claim or action against Sprint PCS or its Related Parties with respect to such breach for an additional 180 day-period following the consummation of any such Competing Transaction described in Section 2.3(d)(ii), so long as (x) Sprint PCS and its Related Parties operate the conflicting businesses on an independent, stand-alone and status quo basis, and (y) Sprint PCS and its Related Parties do not take any action relating to the abandonment or material diminution of (A) the Sprint PCS brands used in connection with the operation of the Sprint PCS Network prior to such Competing Transaction, unless Manager is granted the right to use any successor or replacement brands under the same terms and conditions as Manager's use of the Licensed Marks under in the Trademark License Agreements, or (B) the Sprint PCS Products and Services or the Sprint PCS Network. Sprint PCS and its Related Parties acknowledge and agree that operation of any applicable statute of limitations, statute of repose, doctrine of laches or any other applicable statute, common law doctrine or contractual provision that might operate as a time bar to limit Manager's ability to bring any claims arising out of or related to any breach of this agreement described in Section 2.3(d)(ii) shall be tolled until the earlier of the signing of a forbearance agreement or the expiration of such 180-day period.

6. Section 2.4 is amended to read as follows:

2.4 [RESERVED]

7. Section 2.6 is amended to read as follows:

2.6 [RESERVED]

8. Section 2.7 is amended to read as follows:

2.7 [RESERVED]

9. The first paragraph of Section 3.4.2(b) is amended to read as follows:

(b) Pricing and procedure. Sprint PCS will purchase for Manager from Sprint Communications Company L.P. or its Related Parties ("SCCLP") the telephony services described in Section 3.4.2(a) above, and will not charge

Manager hereunder for the cost of procuring and providing such telephony services. Rather, such services will constitute "Services" under the Services Agreement, and Sprint PCS will recover its costs of procuring and providing such services for Manager through the Net Service Fee to be paid under Section 3.2 of the Services Agreement.

10. Section 3.5.2 is amended to read as follows:

3.5.2 *Resale of Products and Services.* Sprint PCS may choose to offer a resale product under which resellers will resell Sprint PCS Products and Services under brand names other than the Brands, except Sprint PCS may permit the resellers to use the Brands for limited purposes related to the resale of Sprint PCS Products and Services (*e.g.*, to notify people that the handsets of the resellers will operate on the Sprint PCS Network). The resellers may also provide their own support services (*e.g.*, customer care and billing) or may purchase the support services from Sprint PCS. Other terms of the resale program are governed by Program Requirement 3.5.2.

SEE ALSO §4 OF ADDENDUM XI.

Manager will participate in all resale arrangements existing on the Effective Date or entered into, renewed or extended during the term of this agreement.

Except as required under the regulations and rules concerning mandatory resale, Manager may not sell Sprint PCS Products and Services for resale unless Sprint PCS consents to such sales in advance in writing.

11. ~~The following sentence is added to the end of Section 4.2:~~

~~Manager acknowledges that in connection with the Sprint PCS National Accounts Program, Sprint PCS and its Related Parties may offer products and services that use a combination of CDMA and iDEN technology.~~

REPLACED BY §9 OF ADDENDUM XII

12. The second paragraph of Section 4.3 is amended to read as follows:

Section 10.4 sets forth the settlement process, if any, that distributes between the members making up the Sprint PCS Network (*i.e.*, Sprint PCS, Manager and all Other Managers) a fee for use of the Sprint PCS Network and the Service Area Network (the "Inter Service Area Fee").

SEE §18 OF ADDENDUM XVIII

13. The second paragraph of Section 6.2 is amended to read as follows:

Sprint PCS will be responsible for the cost of any advertising or promotion or advertising done by third party retailers that are part of the Sprint PCS National

or Regional Distribution Program in the Service Area (*e.g.*, Best Buy) in accordance with any cooperative advertising arrangements.

14. Section 10.2.2 is amended to read as follows:

10.2.2 *Outbound Roaming Fee*. Sprint PCS will pay to Manager a fee equal to the amount of Outbound Roaming Fees that Sprint PCS or its Related Parties bills to Manager Accounts, less the Allocated Write-offs for Outbound Roaming Fees. For purposes of clarification, Sprint PCS will be responsible for the cost of providing the capability for the Outbound Roaming, including any amounts payable to the carrier that handled the roaming call and the clearinghouse operator for Outbound Roaming.

15. Section 10.4 is amended to read as follows:

REPLACED BY §10 OF ADDENDUM ~~XVIII~~ AS OF 1/1/10

SEE ALSO §4 OF ADDENDUM II

~~10.4 Other Fees and Payments. The parties will make no settlement payments to each other with respect to Inter Service Area Fees, Reseller Customer Fees and the Terminating or Originating Access Fees, fees and commissions with respect to reseller arrangements, software, interconnect and long distance, and fees for services rendered by a third party vendor pursuant to Section 2.2 of the Services Agreement, which fees and payments will be deemed to be included in the Net Service Fee payable pursuant to the Services Agreement. If one party mistakenly pays an amount that the other party is obligated to pay, then the other party will reimburse the paying party, as long as the paying party identifies the mistake and notifies the receiving party within 9 calendar months after the date on which the paying party makes the mistaken payment.~~

16. Section 10.12.3 is amended to read as follows:

10.12.3 Transition of Payment Methods. The amounts payable to Manager and Sprint PCS and its Related Parties under this agreement and the Services Agreement with respect to the period prior to the Effective Date will be calculated pursuant to the Management Agreement and the Services Agreement in effect immediately prior to the Effective Date. Sprint PCS will have 90 days after the date of any invoice received from a third party relating to this agreement and the Services Agreement and relating to the period prior to the Effective Date to bill Manager for such amounts. The amounts payable to Manager and Sprints PCS and its Related Parties under this agreement and the Services Agreement with respect to the period after the Effective Date will be calculated in accordance with the terms of this Addendum. In the event of any conflict between the provisions of this Section 10.12.3 and the provisions of that certain Settlement and Mutual Release of equal date herewith between Sprint PCS, Manager, and

certain of their respective Related Parties (the "Settlement Agreement"), the provisions of the Settlement Agreement shall control.

17. Section 10.14 is amended to read as follows:

10.14 [RESERVED]

18. The first paragraph of Section 12.1.2 (excluding, for the avoidance of doubt, sub-paragraphs (a) and (b) thereof), is amended to read as follows:

12.1.2 Audits. On reasonable advance notice by one party (the "auditing party"), the other party (the "audited party") must provide the auditing party and its representatives access to the audited party's appropriate financial and operating records, including, without limitation, vendor and distribution agreements, for purposes of auditing the amount of fees (including the appropriateness of items excluded from the Fee Based on Billed Revenue), costs, expenses (including operating metrics referred to in this agreement and the Services Agreement relating to or used in the determination of the Appropriate Net Service Fee payable pursuant to the Services Agreement) or other charges payable in connection with the Service Area for the period audited. The party that requested the audit may decide if the audit is conducted by the other party's independent or internal auditors. Manager and Sprint PCS may each request no more than one audit per year.

19. Section 12.2(c) is amended to read as follows:

(c) Notwithstanding the foregoing, Manager and Sprint PCS authorize each other to disclose this agreement, the Services Agreement and the Trademark License Agreements in regulatory filings, and Manager authorizes Sprint PCS to mention Manager and the Service Area in public relations announcements.

20. A new Section 12.2(f) is added as follows:

(f) Manager acknowledges that employees of Sprint PCS and its Related Parties may have access to Confidential Information and that any internal use by Sprint PCS or its Related Parties of Confidential Information obtained in connection with such access in accordance with the terms and conditions of this agreement will not constitute a breach of this agreement, except that Sprint PCS may not use Manager's Confidential Information to generate a lead-list or otherwise market, promote or advertise products or services to customer accounts within a CSA assigned to the Service Area other than to promote products and services that use the Service Area Network or otherwise relate to the Sprint PCS

Products and Services sold by Manager.

21. The first paragraph of Section 14.2 is amended to read as follows:

14.2 Unable to Resolve. If a dispute has not been resolved within 60 days after the notifying party's notice, either party may continue to operate under this agreement and sue the other party for damages and seek other appropriate remedies as provided in this agreement. If, and only if, this agreement does not provide a remedy (as in the case of Sections 3.4 and 4.5, where the parties are supposed to reach an agreement), then either party may give the other party written notice that it wishes to resolve the dispute or claim arising out of the parties' inability to agree under such Sections of this agreement by using the arbitration procedure set forth in this Section 14.2. Such arbitration will occur in Fairfax County, Virginia, unless the parties otherwise mutually agree, with the precise location being as agreed upon by the parties or, absent such agreement, at a location in Fairfax County, Virginia selected by Sprint PCS. The parties will use commercially reasonable efforts to agree upon the procedures pursuant to which such arbitration will be conducted, as well as any modifications to such procedures. In the event that the parties are unable to agree upon such procedures, such arbitration will be conducted pursuant to the procedures prescribed by the Virginia Uniform Arbitration Act, as amended from time to time, or, if none, pursuant to the rules then in effect of the American Arbitration Association (or at any other place and by any other form of arbitration mutually acceptable to the parties). Any award rendered in such arbitration will be confidential and will be final and conclusive upon the parties, and a judgment on the award may be entered in any court of the forum, state or federal, having jurisdiction. The expenses of the arbitration will be borne equally by the parties to the arbitration, except that each party must pay for and bear the cost of its own experts, evidence, and attorneys' fees.

22. Section 17.1(b) is amended to read as follows:

(b) The parties' notice addresses are as follows:

For all entities comprising Sprint PCS:

Sprint PCS
KSOPHF0402-4B101
6200 Sprint Parkway
Overland Park, KS 66251
Telephone: 913-794-1530
Telecopier: 913-523-2759
Email: dbotto01@sprintspectrum.com
Attention: Vice President – Wireless Alliances Group

with a copy to:

Sprint Law Department
KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251
Telephone: 913-315-9315
Telecopier: 913-523-9823
Email: john.w.chapman@mail.sprint.com
Attention: John Chapman

For Manager:

Shenandoah Personal Communications Company
500 Shentel Way
Post Office Box 459
Edinburg, Virginia 22824-0459
Telephone: (540) 984-5209
Telecopier: (540) 984-8192
Email: chris.french@emp.shentel.com
Attention: Mr. Christopher E. French

and with copies to the following individuals' email addresses if a notice of a Program Requirement Change is sent by email:

Mr. William L. Pirtle
Email: willy.pirtle@emp.shentel.com

Mr. Earle A. MacKenzie

Email: earle.mackenzie@emp.shentel.com

Mr. Jonathan Spencer
Email: jonathan.spencer@emp.shentel.com

23. Section 17.12 is amended to read as follows:

17.12 Governing Law, Jurisdiction and Consent to Service of Process.

17.12.1 ***Governing Law.*** The internal laws of the Commonwealth of Virginia (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.

17.12.2 ***Jurisdiction; Consent to Service of Process.***

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of the Commonwealth of Virginia or any Federal court of the United States of America sitting in the Commonwealth of Virginia, 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, and 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 court of the Commonwealth of Virginia or, to the extent permitted by law, in such Federal court.

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which 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 court of the Commonwealth of Virginia or any Federal court sitting in the Commonwealth of Virginia. 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.

(c) Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this agreement, except 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.

24. Section 10(a) of Addendum I to the Management Agreement is amended to read as follows:

(a) Except as expressly provided below in this paragraph 10, the branding guidelines previously distributed to and reviewed by Manager (the "Full Branding Guidelines") will apply to Manager and all of Manager's retail stores. Such guidelines may be changed by Sprint PCS from time to time. Manager must at all times use at least 70% of the customer retail space in its retail stores for the promotion and sale of Sprint PCS Products and Services, iDEN Products and iDEN Services distributed pursuant to the Distribution Agreement, and any other products and services distributed under any other agreement entered into between the parties from time to time, but Manager may also sell products and services provided by its Related Parties in its retail stores.

Services Agreement

25. Section 2.1.1 of the Services Agreement is amended to read as follows:

2.1.1 Services.

(a) Subject to the terms of this agreement, Manager will obtain from Sprint Spectrum, and Sprint Spectrum will perform for Manager in accordance with this Section 2.1, the services set forth on Schedule 2.1.1 attached to this agreement ("Services"). Except as set forth in paragraph 2.1.1(b) below, Sprint Spectrum may designate additional or fewer Services upon at least 60 days' prior written notice to Manager by providing an amended Schedule 2.1.1 to Manager in accordance with the provisions of Section 9.1.

(b) Notwithstanding anything to the contrary contained herein, Sprint Spectrum will at all times continue to provide to Manager, and will not delete from Schedule 2.1.1, any of the following services (collectively referred to as "Significant Services"):

(i) billing,
(ii) collection,
(iii) customer care, and
(iv) handset logistics.

In addition, Sprint Spectrum will not discontinue providing to Manager any Services that Sprint Spectrum continues to provide generally to end user customers outside the Service Area.

(c) Except as set forth in Section 2.1.1(d), the fees charged for the Services and the process for setting the fees charged for the Services are set forth in Section 3.2. Sprint Spectrum may provide additional Services in its sole discretion and will bear the costs of any such services, except that the cost of providing such Services may be considered in determining the Appropriate Net Service Fee in accordance with Section 3.2.2 if Sprint Spectrum generally offers such Services to its CDMA end user customers.

(d) Manager will pay directly, or reimburse Sprint Spectrum if it otherwise pays on behalf of Manager, for the following Services (the "Settled-Separately Manager Expenses") in accordance with Section 3.2.5:

(i) Affiliate Project Authorizations;

(ii) LEC charges for private lines, including backhaul;

(iii) Any amounts due to any third party distributor with whom Manager or one of its Related Parties has a contractual relationship (a "Manager Distributor");

(iv) Handsets sold from stores owned or operated by Manager, one of its Related Parties or a Manager Distributor; and

(v) Rebates given by Manager, one of its Related Parties or a Manager Distributor in excess of the applicable instant rebates offered by Sprint Spectrum or one of its Related Parties.

26. Section 2.1.2 of the Services Agreement is amended to read as follows:

SEE ITEMS (vi) AND (vii) ADDED BY ADDENDUM ~~XVIII~~ EFFECTIVE 1/1/16

2.1.2 Discontinuance of Services. Subject to Section 2.1.1, if Sprint Spectrum determines no longer to offer a Service, then Sprint Spectrum must notify Manager in writing as described under Section 2.1.1(a).

If Manager determines within 90 days after receipt of notice of discontinuance that it wants to continue to receive the Service, Sprint Spectrum will use commercially reasonable efforts to:

(a) help Manager provide the Service itself or find another vendor to provide the Service, and

(b) facilitate, at Manager's expense, Manager's transition to the new Service provider.

Without limitation of the restrictions set forth in Section 2.1.1(b), if Sprint Spectrum discontinues a service, Manager will continue to pay the Net Service Fee, but the discontinuance of such service may be considered in determining any Appropriate Net Service Fee in accordance with Section 3.2.2.

27. Section 3.1 of the Services Agreement is amended to read as follows:

3.1 Services. Manager may not obtain Services from other sources, except for any Service discontinued by Sprint Spectrum pursuant to Section 2.1.

28. Section 3.2.1 of the Services Agreement is amended to read as follows:

~~3.2.1 Initial Pricing Period. Subject to adjustment pursuant to Section 3.2.2 and the transition provided by Section 10.12.3 of the Management Agreement, Manager will pay to Sprint Spectrum 8.8% of (a) Net Billed Revenue less (b) the Allocated Write-offs for Net Billed Revenue (such amount, as may be adjusted pursuant to Section 3.2.2, the "Net Service Fee") for the Services other than the Settled-Separately Manager Expenses by or on behalf of Sprint Spectrum each month commencing with January, 2007.~~

REPLACED BY §10 OF ADDENDUM XI.

29. Section 3.2.2 of the Services Agreement is amended to read as follows:

3.2.2 Pricing Process.

~~(a) At any time prior to June 30, 2010, if any party believes in good faith that the Net Service Fee necessary to (i) permit Sprint PCS to recover its reasonable costs for providing the Services to Manager and, if applicable, the Other Managers, (ii) reflect changes in wholesale usage, roaming patterns and travel patterns in accordance with Section 3.2.2(m) and (iii) permit Shentel to recover its reasonable costs for providing tier 1 and tier 2 customer care for iDEN Products and iDEN Services pursuant to the Distribution Agreement (an "Appropriate Net Service Fee") is more than two (2) full percentage points higher or lower than the Net Service Fee then in effect, then such party may initiate a review of the Net Service Fee by delivering written notice (a "Review Notice" and the date upon which such Review Notice is delivered, the "Review Notice Date") to the other party, including its proposed Appropriate Net Service Fee. With respect to any Review Notice delivered by Sprint PCS, Sprint PCS shall include with such delivery copies of excerpts of such books, records and supporting documentation as may be reasonably necessary or appropriate for~~

REPLACED BY §4 OF ADD IX

Manager to verify such calculation of the Appropriate Net Service Fee. For purposes of illustration, in order to initiate a Review Notice during 2007, Sprint PCS must believe in good faith that the Appropriate Net Service Fee is greater than 10.8%, and in order to initiate a Review Notice during 2007, Manager must believe in good faith that the Appropriate Net Service Fee is less than 6.8%.

(b) Beginning on June 30, 2010, between June 30th and July 31st of each calendar year during the term of this agreement (the "Review Notice Period"), if any party believes in good faith that the Appropriate Net Service Fee is more than one (1) full percentage point higher or lower than the Net Service Fee then in effect, then such party may initiate a review of the Net Service Fee by delivering a Review Notice to the other party, including its proposed Appropriate Net Service Fee. For purposes of illustration, assuming that an earlier Review Notice is not initiated pursuant to Section 3.2.2(a), in order to initiate a Review Notice during the Review Notice Period in 2010, Sprint PCS must believe in good faith that the Appropriate Net Service Fee is greater than 9.8%, and in order to initiate a Review Notice during the Review Notice Period in 2010, Manager must believe in good faith that the Appropriate Net Service Fee is less than 7.8%.

REPLACED BY SECTION 11 OF ADDENDUM XI

SUPERSEDED BY § 19 OF ADDENDUM XVIII

(c) There will be no more than one (1) review of the Net Service Fee in any calendar year.

(d) The parties believe the Net Service Fee as of the Effective Date is an Appropriate Net Service Fee as of the Effective Date. For purposes of determining the Appropriate Net Service Fee from time to time pursuant to this Section 3.2.2, the parties will apply the same assumptions and calculation methods as were used to determine the Net Service Fee as of the Effective Date.

(e) If no Review Notice is delivered during any calendar year, the Net Service Fee for the previous calendar year will remain in effect.

(f) Manager's representative and the Sprint PCS representative will begin discussions regarding the Appropriate Net Service Fee no later than the later of (i) 20 days after the Review Notice Date or (ii) 10 days after the date on which Sprint PCS delivers to Manager in accordance with Section 3.2.2(k) its proposed calculation of the Appropriate Net Service Fee, together with copies of excerpts of such books, records and supporting documentation as may be reasonably necessary or appropriate for Manager to verify such calculation of the Appropriate Net Service Fee.

(g) If the parties do not agree on the Appropriate Net Service Fee within 30 days after the discussions begin, then the parties may escalate the

discussion to the Sprint PCS Chief Financial Officer and Manager's Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer.

(h) If the parties cannot agree on the Appropriate Net Service Fee through the escalation process within 20 days after the escalation process begins, then the parties will submit the determination of the Appropriate Net Service Fee amount to binding arbitration under Section 14.2 of the Management Agreement, excluding the escalation process set forth in Section 14.1. During such period, Manager will continue (i) obtaining all of the Services from Sprint Spectrum and (ii) paying to Sprint Spectrum the applicable Net Service Fee until any new Appropriate Net Service Fee becomes payable in accordance with Section 3.2.2(i). Each party will bear the costs of its own attorneys' fees in connection with any such arbitration, and subject to Section 3.2.2(j), the expenses of the arbitration will be borne equally by the parties.

(i) Subject to Section 3.2.2(j), (i) any Appropriate Net Service Fee determined in response to a Review Notice submitted pursuant to Section 3.2.2(a) (whether determined by agreement or arbitration) will be effective as of the first calendar day of the month that immediately follows the Review Notice Date, and (ii) any Appropriate Net Service Fee determined in response to a Review Notice submitted pursuant to Section 3.2.2(b) (whether determined by agreement or arbitration) will be effective as of August 1 immediately following the Review Notice Date. In the event that the new Appropriate Net Service Fee is determined pursuant to arbitration, Manager will begin paying the Appropriate Net Service Fee on the first day of the month that immediately follows the date on which the arbitrator determines such amount, and the appropriate party will promptly make any adjustment payments that are necessary to reflect the effective date of the new Appropriate Net Service Fee.

(j) If (i) any Appropriate Net Service Fee determined in response to a Review Notice submitted pursuant to Section 3.2.2(a) (whether determined by agreement or arbitration) is not more than two (2) full percentage points higher or lower than the Net Service Fee then in effect or (ii) any Appropriate Net Service Fee determined in response to a Review Notice submitted pursuant to Section 3.2.2(b) (whether determined by agreement or arbitration) is not more than one (1) full percentage point higher or lower than the Net Service Fee then in effect, then (A) such Appropriate Net Service Fee will have no effect, (B) the Net Service Fee for the previous calendar year will remain in effect until any subsequent Review Notice is initiated in accordance with this Section 3.2.2, and (C) the party that delivered the Review Notice will pay all of the expenses of any applicable arbitration (except that each party will bear the costs of its own attorneys' fees in connection with any such arbitration).

DELETED BY § 21 OF ADDENDUM XVIII

(k) Sprint PCS will maintain books and records in accordance with its past practice and make such information generally available to Manager in a manner consistent with past practice to assist the parties in determining the amount of the Appropriate Net Service Fee. Within 20 days after the Review Notice Date with respect to any Review Notice delivered by Manager, Sprint PCS will deliver to Manager in writing its proposed calculation of the Appropriate Net Service Fee, together with such copies of excerpts of books, records and supporting documentation as may be reasonably necessary or appropriate for Manager to verify such calculation of the Appropriate Net Service Fee.

(l) Notwithstanding anything to the contrary contained herein, at no time during the term of this agreement or any renewal thereof will the Net Service Fee exceed 12.0% of (i) Net Billed Revenue less (ii) the Allocated Write-offs for Net Billed Revenue, unless the quantity of Services provided to Manager is materially disproportionately greater than the quantity of Services provided to Other Managers and used by Sprint PCS after taking into account the size of Manager's, Other Managers' and Sprint PCS's subscriber base and the geographic area, population density, rural nature and road and highway coverage of the service areas in which they are providing service, in which case the parties will negotiate in good faith an alternative arrangement (which may include a Net Service Fee that exceeds such 12.0% amount) pursuant to which Sprint PCS will be compensated for the disproportionate use of the Services by Manager.

REPLACED BY § 16 OF ADDENDUM ~~XII~~ SUPERSEDED BY § 20 OF ADDENDUM ~~XVIII~~

(m) In determining the Appropriate Net Service Fee, the economic effects of a change in the (i) 2G Travel Ratio will be calculated by multiplying the difference in the minutes of use that a Customer uses an Away Network by 90% of Sprint PCS's Retail Yield for Voice and 2G Data Usage for the previous year and (ii) the 3G Travel Ratio will be calculated by multiplying the difference in the kilobytes of use that a Customer uses an Away Network by 90% of Sprint PCS's Retail Yield for 3G Data Usage for the previous year.

DELETED BY § 21 OF ADDENDUM ~~XVIII~~

30. Section 3.2.3 of the Services Agreement is amended to read as follows:

3.2.3 [RESERVED]

NEW § 3.2.3 ADDED BY § 12 OF ADDENDUM XI.

31. Section 3.2.5 of the Services Agreement is amended to read as follows:

3.2.5 Settled-Separately Manager Expenses.

For each Settled-Separately Manager Expense, Sprint Spectrum will provide sufficient detail to enable Manager to determine how the

expense was calculated, including the unit of measurement (*e.g.*, per subscriber per month or per call) and the record of the occurrences generating the expense (*e.g.*, the number of calls attributable to the expense). If an expense is not reasonably subject to occurrence level detail, Sprint Spectrum will provide reasonable detail on the process used to calculate the fee and the process must be reasonable. A detail or process is reasonable if it is substantially in the form as is customarily used in the wireless industry. Sprint Spectrum and its Related Parties may arrange for Manager to pay any of the Settled Separately Manager Expenses directly to the vendor after giving Manager reasonable notice.

Unless Manager specifically agrees otherwise, any Settled-Separately Manager Expense that Sprint Spectrum or any of its Related Parties is entitled to charge or pass through to Manager under this agreement will reflect solely out-of-pocket costs and expenses that Sprint Spectrum or its Related Parties actually incur, will be usage-based or directly related to revenue-generating products and services, and will not include any allocation of Sprint PCS's or its Related Parties' internal costs or expenses (including, but not limited to, allocations of general and administrative expenses or allocations of employee compensation or related expenses), except for Affiliate Project Authorizations, which will be negotiated by the parties. For clarity, Sprint Spectrum's or its Related Parties' out-of-pocket costs for handset and accessory inventory consist of actual inventory invoice costs less any volume incentive rebates and price protection credits that Sprint Spectrum or its Related Parties receive from a vendor.

32. Section 5.1.2 of the Services Agreement is amended to read as follows:

5.1.2 Audits. On reasonable advance notice by one party (the "auditing party"), the other party (the "audited party") must provide the auditing party and its representatives access to the audited party's appropriate financial and operating records, including, without limitation, vendor and distribution agreements, for purposes of auditing the amount of fees (including the calculation of the Appropriate Net Service Fee), costs, expenses (including operating metrics referred to in this agreement relating to or used in the determination of the Appropriate Net Service Fee) or other charges payable in connection with the Service Area for the period audited. The party that requested the audit may decide if the audit is conducted by the other party's independent or internal auditors. Manager and Sprint PCS may each request no more than one audit per year.

(a) If the audit shows that Sprint Spectrum was underpaid then, unless the amount is contested, Manager will pay to Sprint Spectrum the amount of the underpayment within 10 Business Days after Sprint Spectrum gives Manager written notice of the underpayment determination.

(b) If the audit determines that Sprint Spectrum was overpaid then, unless the amount is contested, Sprint Spectrum will pay to Manager the amount of the overpayment within 10 Business Days after Manager gives Sprint Spectrum written notice of the overpayment determination.

The auditing party will pay all costs and expenses related to the audit unless the amount owed to the audited party is reduced by more than 10% or the amount owed by the audited party is increased by more than 10%, in which case the audited party will pay the costs and expenses related to the audit.

If either party disputes the auditor's conclusion, then the dispute will be submitted to binding arbitration in accordance with Section 14.2 of the Management Agreement, excluding the escalation process set forth in Section 14.1 of the Management Agreement.

Sprint PCS will provide a Type II Report to Manager annually. If Manager, on the advice of its independent auditors or its legal counsel, determines that a statute, regulation, rule, judicial decision or interpretation, or audit or accounting rule, policy or literature published by the accounting or auditing profession or other authoritative rule making body (such as the Securities and Exchange Commission, the Public Company Accounting Oversight Board or the Financial Accounting Standards Board) requires additional assurances beyond SAS 70, then Sprint Spectrum will cooperate with Manager to provide the additional assurances. Sprint Spectrum's independent auditors will prepare any Type II Report or Manager Management Report provided under this Section 5.1.2 and will provide an opinion on the controls placed in operation and tests of operating effectiveness of those controls in effect at Sprint PCS over Manager Management Processes. Sprint PCS or Sprint PCS's auditors will provide information to Manager or Manager's auditors to perform analysis procedures requested by Manager in accordance with this Section 5.1.2.

33. Section 9.11 of the Services Agreement is amended to read as follows:

9.11 Governing Law. The internal laws of the Commonwealth of Virginia (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.

Trademark License Agreements

34. The first sentence of the preamble of the Sprint Spectrum Trademark License Agreement is amended as follows:

THIS AGREEMENT is made as of the 5th day of November, 1999, by and among Sprint Spectrum L.P., a limited partnership organized under the laws of the State of Delaware, as licensor ("CDMA Licensor"), Nextel Communications, Inc., a Delaware corporation and added as a party to this agreement effective as of January 1, 2007 ("iDEN Licensor", together with CDMA Licensor, "Licensor"), and Shenandoah Personal Communications Company, a corporation formed under the laws of Virginia, as licensee ("Licensee").

35. The first sentence of the preamble of the Sprint Spectrum Trademark License Agreement is amended as follows:

THIS AGREEMENT is made as of the 5th day of November, 1999, by and among Sprint Communications Company L.P., a limited partnership organized under the laws of the State of Delaware, as licensor ("CDMA Licensor"), Nextel Communications, Inc., a Delaware corporation and added as a party to this agreement effective as of January 1, 2007 ("iDEN Licensor", together with CDMA Licensor, "Licensor"), and Shenandoah Personal Communications Company, a corporation formed under the laws of Virginia, as licensee ("Licensee").

36. The references to "Licensor" in the first recital of each of the Trademark License Agreements are amended to be to "CDMA Licensor".

37. A new second recital is added to the Trademark License Agreements as follows:

WHEREAS, iDEN Licensor is the owner of NEXTEL, NEXTEL DIRECT CONNECT and such other marks as may be adopted and established from time to time and the goodwill of the business symbolized thereby; and

38. Section 1.1(a) of each of the Trademark License Agreements is amended to read as follows:

Grant of License. Subject to the terms and conditions hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the term of this agreement, a non-exclusive, non-transferable, royalty-free license to use the Licensed Marks solely for and in connection with the marketing, promotion, advertisement, distribution, lease or sale of Sprint PCS Products and

Services, Premium and Promotional Items, iDEN Services and iDEN Products in the Service Area.

39. Section 2.1(a) of each of the Trademark License Agreements is amended to read as follows:

Adherence to Quality Standards. In the course of marketing, promoting, advertising, distributing, leasing and selling Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services and iDEN Products under the Licensed Marks, Licensee will maintain and adhere to standards of quality and specifications that conform to or exceed those quality standards and technical and operational specifications adopted and/or amended in the manner provided below ("Quality Standards") and those imposed by Law. Such Quality Standards are designed to ensure that the quality of the Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services and iDEN Products marketed, promoted, advertised, distributed, leased and sold under the Licensed Marks are consistent with the high reputation of the Licensed Marks and are in conformity with applicable Laws. In addition to adhering to the Quality Standards, Licensee will adhere to the trademark usage guidelines posted on the Sprint Indirect Website, indirect.nextel, com, and other specific quality control standards that Licensor may from time to time communicate to Licensee.

40. Section 2.2 of each of the Trademark License Agreements is amended to read as follows:

Section 2.2. Rights of Inspection. In order to ensure that the Quality Standards are maintained, Licensor and its authorized agents and representatives will have the right, but not the obligation, with prior notice to Licensee, to enter upon the premises of any office or facility operated by or for Licensee with respect to Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services and iDEN Products at all reasonable times, to inspect, monitor and test in a reasonable manner facilities and equipment used to furnish Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services and iDEN Products and, with prior written notice to Licensee, to inspect the books and records of Licensee in a manner that does not unreasonably interfere with the business and affairs of Licensee, all as they relate to the compliance with the Quality Standards maintained hereunder. Upon Licensor's request, Licensee will submit representative samples of Licensee's use of the Licensed Marks to Licensor. Licensee will promptly notify Licensor of any known, suspected or potential violation of this Section 2.2.

41. Section 2.3 of each of the Trademark License Agreements is amended to read as

follows:

Section 2.3. Marking; Compliance with Trademark Laws. Licensee shall cause the appropriate designation "™" or "℠" or the registration symbol "®" to be placed adjacent to the Licensed Marks in connection with the use thereof and to indicate such additional information as Licensor shall reasonable specify from time to time concerning the license rights under which Licensee uses the Licensed Marks. Licensee shall place on all printed or electronic materials on which the Licensed Marks appear the notice "used under license" or such other notice and disclaimer as Licensor may specify from time to time. Licensor shall advise Licensee periodically as to the appropriate designations for each Licensed Mark.

42. Section 2.4 of each of the Trademark License Agreements is amended to read as follows:

Section 2.4. Other Use Restrictions. Licensee will not use the Licensed Marks in any manner that would reflect adversely on the image of quality symbolized by the Licensed Marks. Without limiting the generality of the foregoing, Licensee will not without the prior written consent of Licensor use the Licensed Marks as, or incorporate any of the Licensed Marks into, its (a) trade name, (b) domain name, (c) website metatag or similar programming code, (d) "vanity" telephone numbers, or (e) phone or directory-assistance listings.

43. The following sentence is added to the end of Section 4.1 of each of the Trademark License Agreements:

Licensee will not register, or attempt to register, the Licensed Marks or any confusingly similar variation of the Licensed Marks in any form.

44. The following language is added to the end of Section 7.1 of each of the Trademark License Agreements:

Licensee will not enforce any rights in the Licensed Marks against any third party without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Licensor may terminate Licensee's license to use any or all of the Licensed Marks of iDEN Licensor in order to settle any claim. Licensor will be solely responsible for and will file, prosecute and maintain any and all trademark, service mark, trade name, domain name and related applications and registrations for the Licensed Marks, in its sole discretion. Licensee will use commercially reasonable efforts to cooperate at Licensor's expense with Licensor's efforts under this Section 7.1, including making personnel available to testify and providing relevant documentation and information. Licensee will become a co-party to litigation entered into by

Licensor to enforce its rights in the Licensed Marks if requested by Licensor, and if Licensee's status as a co-party is reasonably necessary for Licensor to pursue such litigation. Licensor shall bear all expenses of Licensee in connection with such litigation.

45. Article 10 of each of the Trademark License Agreements is amended as follows:

REPLACED BY §18 OF ADDENDUM II

~~Section 10.1. Restrictions on Use. Licensee is not permitted to make any use of the Licensed Marks in connection with products or services other than the Sprint PCS Products and Services, iDEN Services and iDEN Products and as specifically authorized in Sections 1.1(b) above with respect to Related Equipment and Premium and Promotional Items, nor to make any use of the Licensed Marks directed outside of the Service Area.~~

Section 10.2. Adherence to Trademark and Service Mark Usage Guidelines. Licensee agrees to comply with and adhere to Trademark and Service Mark Usage Guidelines for the depiction or presentation of the Licensed Marks as furnished by Licensor. Prior to Licensee's depicting or presenting any of the Licensed Marks on any type of marketing, advertising or promotional materials, Licensee agrees to submit samples of such materials to Licensor for approval. Licensor will have 14 days from the date Licensor receives such materials to approve or object to any such materials submitted to Licensor for review. In the event Licensor does not object to such materials within such 14-day period, such materials will be deemed approved by Licensor. Thereafter, Licensee will not be obligated to submit to Licensor materials prepared in accordance with the samples previously approved by Licensor and the Trademark and Service Mark Usage Guidelines, except that Licensee will, at the reasonable request of Licensor, continue to furnish samples of such marketing, advertising and promotional materials to Licensor from time to time during the term hereof at the request of Licensor. Licensee is solely responsible for compliance with all laws and regulations that apply to its advertising, subject to Licensor's responsibility for the content of any marketing and advertising copy provided by Licensor. Licensor's approval under this Section 10.2 is limited to the use of the Licensed Marks in Licensee's advertising and does not imply or convey that Licensee's advertising complies with applicable laws or regulations.

Section 10.3. Use of Similar Trademarks and Service Marks. Licensee agrees not to use (a) any trademark or service mark that is confusingly similar to, or a colorable imitation of, the Licensed Marks or any part thereof, or (b) any word, symbol, character, or set of words, symbols or characters, that in any language would be identified as the equivalent of the Licensed Marks or that are otherwise confusingly similar to, or a colorable imitation of, the Licensed Marks,

whether during the term of this agreement or at any time following termination of this agreement. ~~Licensee will not knowingly engage in any conduct that may place the Sprint PCS Products and Services, the Licensed Marks, the iDEN Services, the iDEN Products or Licensor in a negative light or context.~~

REPLACED BY § 19 OF ADDENDUM XI.

~~Section 10.4. Services of Public Figures. Licensee agrees to obtain Licensor's prior written approval (which approval will not be unreasonably withheld) before engaging the services of any celebrity or publicly known individual for endorsement of any Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services or iDEN Products.~~

REPLACED BY § 20 OF ADDENDUM XI.

46. A new Section 11.6 is added to each of the Trademark License Agreements as follows:

Section 11.6 Marketing Materials. In connection with the sale of iDEN Services and iDEN Products, Licensor will provide a reasonable amount of point-of-sale marketing materials relating to iDEN Services and iDEN Products, including coverage maps and rate plan brochures (collectively, "Marketing Materials"). Subject to the foregoing, Licensee will make the current version of the Marketing Materials available to customers at all times. Licensee will not use Marketing Materials that have expired, or that Licensor requests Licensee to stop using. Licensee will not make any changes to the Marketing Materials or create its own Marketing Materials without Licensor's prior written approval. Licensor owns all intellectual property rights, including copyrights, in the Marketing Materials provided by Licensor, and Licensor grants Licensee a non-exclusive, limited right to use and display the Marketing Materials only for purposes consistent with this agreement

NEW § 11.7 ADDED BY § 22 OF ADDENDUM XI

47. Section 15.8 of each of the Trademark License Agreements is amended to read as follows:

15.8 Governing Law. The internal laws of the Commonwealth of Virginia (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.

48. Section 15.13 of each of the Trademark License Agreements is amended to read as follows:

15.13 Jurisdiction; Consent to Service of Process.

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of the

Commonwealth of Virginia or any Federal court of the United States of America sitting in the Commonwealth of Virginia, 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, and 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 court of the Commonwealth of Virginia or, to the extent permitted by law, in such Federal court.

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which 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 court of the Commonwealth of Virginia or any Federal court sitting in the Commonwealth of Virginia. 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.

(c) Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this agreement, except 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.

Schedule of Definitions

49. The following are new or amended definitions:

"iDEN Products" means the wireless phones, data devices, or other equipment that are approved by Licensor or its Related Parties for use with the iDEN Services, and the accessories that may be used with those wireless phones, data devices or other equipment.

"iDEN Services" means the communications services utilizing iDEN technology in the 800 and 900 MHz spectrum range (*e.g.*, iDEN wireless services), offered by Licensor or its affiliates or subsidiaries (except for third parties not affiliated with Licensor or its Related Parties that offer iDEN Services outside of the Service Area) under any name used by Licensor nationally to sell iDEN products.

"Licensed Marks" means the marks set forth on Exhibit A to this Addendum, as such list may be updated from time to time by Licensor in Licensor's sole discretion.

"Sprint Parties" means Sprint Spectrum L.P., Wirelessco, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Nextel Communications, Inc.

B. Other Provisions.

1. *Manager and Sprint PCS's Representations.* Manager and the Sprint Parties each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and the Sprint Parties also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

2. *Reaffirmation of Sprint Agreements.* Each of the undersigned reaffirms in their entirety the Management Agreement, the Services Agreement and the Trademark License Agreements, each as modified herein, together with their respective rights and obligations under those agreements.

3. *Relationship to Distribution Agreement.* Notwithstanding anything to the contrary set forth in the Management Agreement, Services Agreement, Trademark License Agreements or Distribution Agreement, in no event will any party's performance of any activities permitted under the Distribution Agreement be deemed a breach or violation of such party's obligations under the Management Agreement, Service Agreement or Trademark License Agreements, nor will any party's performance of any activities permitted under the Management Agreement, Service Agreement or Trademark License Agreements be deemed a breach or violation of any of such party's obligations under the Distribution Agreement.

4. *Relationship to Existing Arrangements.* Unless otherwise specifically set forth in this Addendum, this Addendum will not amend or supersede any existing arrangement, agreement, understanding, course of dealing, or practice between the parties.

5. *Counterparts*. This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

The parties have caused this Addendum VII to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: Steven M Nielsen
Name: STEVEN M NIELSEN
Title: VICE PRESIDENT

WIRELESSCO, L.P.

By: Steven M Nielsen
Name: STEVEN M NIELSEN
Title: VICE PRESIDENT

APC PCS, LLC

By: Steven M Nielsen
Name: STEVEN M NIELSEN
Title: VICE PRESIDENT

PHILLIECO, L.P.

By: Steven M Nielsen
Name: STEVEN M NIELSEN
Title: VICE PRESIDENT

SPRINT COMMUNICATIONS COMPANY L.P.

By: Steven M Nielsen
Name: STEVEN M NIELSEN
Title: VICE PRESIDENT

NEXTEL COMMUNICATIONS, INC.

By: Charles Wunsch
Name: Charles Wunsch
Title: Vice President

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: _____
Title: _____

NEXTEL COMMUNICATIONS, INC.

By:_____
Name:_____
Title:_____

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By:_____
Name: Christopher E. French
Title: President

EXHIBIT A

Trademark/SN/RN	Status/KeyDates	Full Goods/Services	Owner
CONEXION DIRECTA RN:2,984,272	Registered August 9, 2005 Int'l Class: 38 First Use: August 4, 2003 Filed: June 5, 2003 Published: September 14, 2004	(Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
CONEXION DIRECTA NACIONAL RN:2,984,275	Registered August 9, 2005 Int'l Class: 38 First Use: August 4, 2003 Filed: June 5, 2003 Published: September 14, 2004	(Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		numeric messaging and text messaging and for accessing a global communications network	
CONNECT RN:2,675,834	Registered January 21, 2003 Int'l Class: 9 First Use: February 10, 1999 In Commerce: April 1, 1999 Filed: April 9, 1999 Published: October 29, 2002	(Int'l Class: 9) Wireless two way radios	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
DIRECT CONNECT RN:2,810,436	Registered Principal Register - Sec. 2(F) February 3, 2004 Int'l Class: 9 First Use: April 18, 2003 Filed: January 29, 2002 Published: November 11, 2003	(Int'l Class: 9) Equipment used in providing telecommunications services, namely mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers, mobile dispatch radios, mobile data receivers; hardware and software for use in communications networks, namely, internet protocol and telecommunications network transmitters, receivers, converters, and routers which allow the user to send voice, data, pictures, music and video over wireless networks	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
DIRECT CONNECT RN:2,797,952	Registered Principal Register - Sec. 2(F) December 23, 2003 Int'l Class: 38 First Use: March 3, 1997 Filed: January 29, 2002 Published: September 30, 2003	(Int'l Class: 38) Telecommunication services, namely, providing voice, data, pictures, music and video via wireless networks and two-way radio dispatching services, electronic transmission of voice, text, images data and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		for accessing a global communications network	
DIRECT TALK SN:78-423924	Pending - Final Refusal Mailed January 11, 2007 Filed: May 24, 2004	(Int'l Class: 38) Localized two way radio communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
EMERGENCY GROUP CONNECT SN:78-204639	Allowed - Intent to Use 2nd Extension of Time Granted January 24, 2007 Filed: January 17, 2003 Published: September 6, 2005	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones,dispatch radios, pagers, mobile dispatch radios, mobile data receivers, namely, handheld personal computers and digital assistants (pdas); electronic handheld units for the wireless receipt and/or transmission of voice, data, video and pictures; hardware and software for use in communications networks, namely, internet protocol and telecommunications network transmitters, receivers, converters, and routers, which allow the user to send voice, data, pictures,music and video over wireless networks	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
EMERGENCY GROUP CONNECT RN:3,029,211	Registered December 13, 2005 Int'l Class: 38 First Use: January, 2003 Filed: January 17, 2003 Published: September 20, 2005	(Int'l Class: 38) Telecommunication services, namely, electronic, electric, and digital transmission of voice, data, pictures, music, and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers, mobile dispatch radios, mobile data receivers, namely,handheld personal computers and digital assistants (pdas), electronic handheld units; paging services; mobile telephone communication services; wireless Internet access services; and wireless data services for mobile devices via a wireless network for the	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		purpose of sending and receiving electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	
EMPOWERED EDUCATION RN:2,919,850	Registered January 18, 2005 Int'l Class: 37, 42 First Use: November 13, 2002 Filed: December 30, 2002 Published: April 13, 2004	(Int'l Class: 42) Computer services, namely, creating computer networks to provide thin client access capabilities to schools (Int'l Class: 37) Maintenance and repair of computer networks to provide thin client access capabilities to schools	Sprint Nextel Corporation (Kansas Corp.) 6200 Sprint Parkway Overland Park Kansas,66251
FANVIEW FANVIEW SN:78-798388	Published February 6, 2007 Filed: January 24, 2006	(Int'l Class: 9) Wireless devices for receiving and viewing live and recorded sporting and entertainment events and related audio, video and multimedia content (Int'l Class: 38) Telecommunications services, namely, transmission of live and recorded audio, video and multimedia content in the field of sporting and entertainment events	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Dr. Reston Virginia,20191
FLEET CALL AND DESIGN IT CALL RN:2,104,488	Registered 8 Accepted December 12, 2003 Int'l Class: 38 First Use: April, 1991 Filed: June 10, 1991 Published: June 2, 1992 Registered: October 14, 1997	(Int'l Class: 38) Providing mobile communications services to consumers	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
GET SMART.GET NEXTEL. RN:2,403,310	Registered November 14, 2000 Int'l Class: 38 First Use: March 3, 1997 Filed:	(Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of data by means of two-way radios, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

	October 30, 1999 Published: August 22, 2000		
GO KIT GO KIT SN:78-656636	Published September 12, 2006 Filed: June 23, 2005	(Int'l Class: 9) Packaged set comprised of a telephone and telecommunciations equipment used for emergency purposes (Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, and video via wireless networks for emergency purposes; two-way radio dispatching services for emergency purposes; rental of telecommunications equipment for emergency purposes	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
GROUP CONNECT RN:2,956,848	Registered Principal Register - Sec. 2(F) May 31, 2005 Int'l Class: 38 First Use: January, 2003 Filed: September 4, 2002 Published: March 8, 2005	(Int'l Class: 38) Telecommunication services, namely, providing voice, data, pictures, music and video via wireless networks and two-way radio dispatching services, electronic transmission of voice, text, images, data and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, electronic handheld units for the wireless receipt and/or transmission of voice, data, video and pictures; dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile electronic hand held units for the purpose of sending and receiving via a wireless network, electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
HOW BUSINESS GETS DONE RN:2,432,282	Registered February 27, 2001 Int'l Class: 38 First Use: July 5, 1999 Filed: June 21, 1999 Published:	(Int'l Class: 38) Telecommunications services, namely two- way radio dispatching services, electronic transmission of data by means of two-way radios, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

	January 4, 2000		
LET'S TALK RN:2,096,486	Registered 8 Accepted December 7, 2003 Int'l Class: 9, 38, 42 First Use: October, 1989 Filed: October 26, 1995 Published: May 6, 1997 Registered: September 16, 1997	(Int'l Class: 9) Communications apparatus, namely portable telephones; batteries; telephone and beeper cases; trickle chargers; rapid chargers; vehicle rapid chargers; general chargers; car cords/battery savers; hands-free car kits, namely a speaker, microphone, cradle, data cable and antenna; antennas; cradles/pedestals/brackets; personal digital assistants; beepers/pagers; beeper chains; radar detectors; cordless telephones; long-range cordless telephones; non-cordless single-line telephones; novelty telephones; fax machines; telephone and fax accessories, namely data interface cables; and home appliance batteries (Int'l Class: 38) Communications' services, namely wireless and cellular provision (Int'l Class: 42) Retail store services featuring, portable telephones; batteries; telephone and beeper cases; trickle chargers; rapid chargers; vehicle rapid chargers; general chargers; car cords/battery savers; hands-free car kits, namely a speaker, microphone, cradle, data cable and antenna; antennas; cradles/pedestals/brackets; personal digital assistants; beepers/pagers; beeper chains; radar detectors; cordless telephones; long-range cordless telephones; non-cordless single-line telephones; novelty telephones; fax machines; telephone and fax accessories, namely data interface cables; and home appliance batteries	Letstalk.Com, Inc. (California Corp.) 410 Townsend Street Suite 100 San Francisco California,94107
MISCRUB MISCRUB	Allowed - Intent to Use 1st Extension of Time Granted August 7, 2006 Filed: February 17, 2005 Published:	(Int'l Class: 9) Computer software for managing privacy or fair advertising obligations of advertisers, advertising agencies and businesses (Int'l Class: 35) Business management in the nature of management of privacy or fair advertising obligations of advertisers,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

SN:78-569221	November 15, 2005	advertising agencies and businesses	
MOBILE EXTENSION RN:2,568,697	Registered Supplemental Register May 7, 2002 Int'l Class: 38 First Use: April, 2001 Filed: March 13, 2001	(Int'l Class: 38) Telecommunications services, namely, integrating the attributes of a wired telephone with a wireless phone, so that the wireless phone will be able to utilize the same features available with a wired telephone, namely, dialtone, abbreviated dialing, access to corporate long distance plans, access to corporate long distance plans, access to corporate voice mail and simultaneous or sequential ringing of the wired telephone and the wireless phone	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
MOBILE LOCATOR RN:3,030,818	Registered Supplemental Register December 13, 2005 Int'l Class: 35 First Use: November, 2003 Filed: September 4, 2003	(Int'l Class: 35) Tracking, locating and monitoring vehicles via a web-based non-downloadable software	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
MORE WAYS THAN ANYONE TO COMMUNICATE WITH EVERYONE RN:2,696,333	Registered March 11, 2003 Int'l Class: 38 First Use: November, 2000 Filed: September 28, 2000 Published: January 29, 2002	(Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of data by means of two-way radios, paging services, mobile telephone communication services; electronic transmission of data, text, facsimile, voice and video communication, images, and documents via telecommunication networks and global computer networks; virtual network telecommunications services, namely providing wireless telecommunications connections to a global computer network; electronic mail services, voice mail services and telephone voice messaging services; computer-aided transmission of messages and images; audio and video teleconferencing services; providing telecommunications connections to a	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		global computer network	
MSCRUB MSCRUB SN:78-569222	Allowed - Intent to Use 2nd Extension of Time Granted February 2, 2007 Filed: February 17, 2005 Published: November 15, 2005	(Int'l Class: 9) Computer software for managing privacy or fair advertising obligations of advertisers, advertising agencies and businesses (Int'l Class: 35) Business management in the nature of management of privacy or fair advertising obligations of advertisers, advertising agencies and businesses	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NATIONWIDE DIRECT CONNECT RN:2,901,463	Registered Principal Register - Sec. 2(F) November 9, 2004 Int'l Class: 38 First Use: October 29, 2002 Filed: September 4, 2002 Published: August 17, 2004	(Int'l Class: 38) Telecommunication services, namely, providing voice, data, pictures, music and video via wireless networks and two-way radio dispatching services, electronic transmission of voice, text, images, data and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, electronic handheld units for the wireless receipt and/or transmission of voice/data/video/pictures, dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile electronic hand held units for the purpose of sending and receiving via a wireless network, electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NETWORK CULTURE RN:2,643,623	Registered October 29, 2002 Int'l Class: 38 First Use: January, 2002 Filed: March 7, 2000 Published: October 31, 2000	(Int'l Class: 38) Telecommunications services, namely, two-way radio dispatching services, electronic transmission of voice, data and information by means of two-way radios, paging services and mobile telephone communication services; wireless internet access services and wireless data services for mobile computing devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, numeric messaging and text messaging, and for accessing a	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		global communications network	
NEX-NOTE RN:2,461,900	Registered June 19, 2001 Int'l Class: 9, 38 First Use: September, 1993 Filed: September 17, 1993 Published: March 29, 1994	(Int'l Class: 9) Computer software for transmission and reception of alphanumeric messages between computer workstations and mobile radio (Int'l Class: 38) Telecommunications services, namely, transmission and reception of alphanumeric messages between computer workstations incorporating enabling software and mobile radio	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXNOTE PLUS RN:2,465,863	Registered July 3, 2001 Int'l Class: 9, 38 First Use: May, 1995 Filed: April 25, 1995 Published: December 19, 1995	(Int'l Class: 9) Computer software for transmission and reception of alphanumeric messages between computer work-stations (Int'l Class: 38) Mobile radio telecommunications services, namely transmission and reception of alpha numeric messages between computer workstations incorporating enabling software and mobile radio	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL RN:1,637,139	Renewed 8 & 15 December 20, 2002 Int'l Class: 38 First Use: November 21, 1988 Filed: June 7, 1990 Published: December 11, 1990 Registered: March 5, 1991 Renewed: March 5, 2001	(Int'l Class: 38) Telecommunications services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL RN:1,884,244	Renewed 8 & 15 March 14, 2005 Int'l Class: 9 First Use: August 13, 1993 In Commerce: August 18, 1993 Filed: May 26, 1993	(Int'l Class: 9) Equipment used in providing telecommunications services; namely, mobile radios; namely, two-way radios, mobile telephones, dispatch radios, pagers and mobile data transceivers	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

	Published: December 14, 1993 Registered: March 14, 1995		
NEXTEL (STYLIZED) NEXTEL RN:2,391,504	Registered October 3, 2000 Int'l Class: 9, 38 First Use: January, 1998 Filed: September 8, 1999 Published: July 11, 2000	(Int'l Class: 9) Cellular telephones, digital cellular telephones (Int'l Class: 38) Telecommunications services, namely two way radio dispatching services, electronic transmission of data, voice and text by means of two-way radios, paging services and mobile telephone communications services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL AND DESIGN Nextel RN:2,358,982	Registered June 20, 2000 Int'l Class: 38 First Use: May 18, 1996 Filed: January 20, 1997 Published: March 28, 2000	(Int'l Class: 38) Telecommunication services, namely, enhanced two-way radio dispatching services, electronic transmission of data by means of two-way radios, cellular telephone services, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL AND DESIGN	Registered May 31, 2005 Int'l Class: 9, 38 First Use: September 15, 2003 Filed: September 4, 2003 Published: May 18, 2004	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); positioning, tracking, monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

NEXTEL RN:2,958,412		wireless networks (Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTEL AND DESIGN	Published - Withdrawn From Issue March 10, 2006 Int'l Class: 9, 38 First Use: September 15, 2003 Filed: September 8, 2003 Published: June 22, 2004	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); positioning, tracking, monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

[redacted] SN:78-297324		protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks (Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTEL BUSINESS NETWORKS RN:2,359,176	Registered June 20, 2000 Int'l Class: 38 First Use: January 5, 1998 Filed: April 27, 1998 Published: March 28, 2000	(Int'l Class: 38) Telecommunication services, namely, providing two-way radio communications between members of a business or geographical network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL COMPATIBLE AND DESIGN NEXTEL compatible product	Registered August 19, 2003 Int'l Class: 38 First Use:	(Int'l Class: 38) Telecommunications services, namely, two-way radio dispatching services, electronic, electric and digital transmission of voice, text, video, images, data and	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

RN:2,751,945	May 3, 2001 Filed: November 2, 2001 Published: May 27, 2003	messages by means of wireless devices, paging services, cellular and digital mobile telephone communication services and digital cellular devices; electronic mail; telephone voice messaging services; text, numeric and image wireless messaging; electronic, electric and digital wireless messaging services; web messaging; worldwide switched text and message transmission services; audio and video teleconferencing services; providing connections to worldwide global computer networks, namely, providing multiple-user access to a global computer network by means of a cellular and digital telephone system and providing telecommunication connections to a global computer network; on-line services, namely, providing access to cellular, digital and wireless telephone or personal digital device customers to the internet, worldwide wireless web, intranets, networks and computer software and applications via their cellular, digital and wireless telephone or personal digital assistant; providing telecommunications connections to online electronic bulletin boards on a variety of topics of public interest for transmission of messages among computer users who are cellular, digital and wireless telephone or personal digital assistant customers enabling them to transmit messages to cellular, digital and wireless telephones or personal digital assistants over the internet or worldwide wireless web; wireless telecommunications services, namely, cellular and digital wireless roaming services	
NEXTEL DIRECT CONNECT RN:2,236,098	Registered 8 & 15 April 21, 2005 Int'l Class: 38 First Use:	(Int'l Class: 38) Telecommunication services, namely, two-way radio communications	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

	March 3, 1997 Filed: February 19, 1997 Published: March 3, 1998 Registered: March 30, 1999		
NEXTEL DIRECT CONNECT. GET RIGHT THROUGH RN:2,765,052	Registered September 16, 2003 Int'l Class: 9, 38 First Use: June, 2001 In Commerce: November, 2001 Filed: July 5, 2001 Published: February 19, 2002	(Int'l Class: 9) Equipment used in providing telecommunications services, namely mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers and mobile dispatch radios, [pagers and mobile dispatch radios,] pagers and mobile data receivers (Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of voice, text, images data and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL FOR LIFE NEXTEL FOR LIFE RN:3,121,202	Registered July 25, 2006 Int'l Class: 9, 38 First Use: February 14, 2004 Filed: February 18, 2004 Published: June 28, 2005	(Int'l Class: 38) Telecommunication services; namely; electronic, electric and digital transmission of voice, data; pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice; text, images, data and customer incentive awards program information, music and information by means of two-way radios, mobile radios; cellular telephones, digital cellular telephones, mobile telephones; handheld units, namely; personal	S-N Merger Corp. (Delaware Corp.) 2001 Edmund Halley Dr. Reston Virginia,20191

		computers and digital assistants (pdas); dispatch radios, and pagers; paging services, transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail; facsimiles, data; images, music; information, text, numeric messaging and text messaging and for accessing a global communications network (Int'l Class: 9) Equipment used in providing telecommunications services, namely; mobile radios; two-way radios; cellular telephones; digital cellular telephones, mobile telephones, dispatch radios, radio pagers; mobile dispatch radios; mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely; handheld personal computers and personal digital assistants (pdas); positioning, tracking, monition and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks	
NEXTEL GROUP CONNECT RN:2,987,131	Registered August 23, 2005 Int'l Class: 38 First Use: January, 2003 Filed: September 4, 2002	(Int'l Class: 38) Telecommunication services, namely, providing voice, data, pictures, music and video via wireless networks and two-way radio dispatching services, electronic transmission of voice, text, images, data and information by means of two-way radios, mobile radios,	S-N Merger Corp. (Delaware Corp.) 2001 Edmund Halley Dr. Reston Virginia,20191

	Published: May 31, 2005	cellular telephones, digital cellular telephones, mobile telephones, electronic handheld units for the wireless receipt and/or transmission of voice, data, video and pictures, dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile electronic hand held units for the purpose of sending and receiving via a wireless network, electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTEL HOW BUSINESS GETS DONE INSTANTLY RN:2,764,617	Registered September 16, 2003 Int'l Class: 38 First Use: March, 2002 Filed: November 22, 1999 Published: August 1, 2000	(Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of voice, data and information by means of two-way radios, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL MOBILE EXTENSION RN:2,737,925	Registered July 15, 2003 Int'l Class: 38 First Use: June, 2002 Filed: March 13, 2001 Published: May 21, 2002	(Int'l Class: 38) Telecommunications services, namely, integrating the attributes of a wired telephone with a wireless phone, so that the wireless phone will be able to utilize the same features available with a wired telephone, namely, dial tone, abbreviated dialing, access to corporate long distance plans, access to corporate voice mail and simultaneous or sequential ringing of the wired telephone and the wireless phone	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL NATIONAL BUSINESS PLAN RN:2,326,015	Registered 8 & 15 June 8, 2006 Int'l Class: 38 First Use: November 9, 1998 Filed: January 20, 1999	(Int'l Class: 38) Telecommunications services, namely standard and enhanced mobile radio communication, electronic transmission of data, electronic store-and-forward text and numeric messaging, cellular services, and paging services, featuring a flat rate	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

	Published: December 14, 1999 Registered: March 7, 2000	payment plan	
NEXTEL NATIONAL PLANS RN:2,692,446	Registered March 4, 2003 Int'l Class: 38 First Use: May 3, 2001 Filed: November 2, 2001 Published: December 10, 2002	(Int'l Class: 38) Telecommunications services, namely standard and enhanced mobile radio communication, electronic transmission of data, electronic store-and-forward text and numeric messaging, cellular telephone services, digital telephone services, paging services, voice mail and caller identification services, featuring a flat rate payment plan, a variable rate plan, and customized rate plans for local, long distance, and international services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL ONLINE RN:2,430,370	Registered February 20, 2001 Int'l Class: 38 First Use: April 3, 2000 Filed: February 4, 1999 Published: December 14, 1999	(Int'l Class: 38) Telecommunication services, namely a wireless data service for mobile computing devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, numeric messaging and text messaging and for accessing a global communications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL WORLDWIDE RN:2,598,210	Registered July 23, 2002 Int'l Class: 9, 38 First Use: April, 2000 Filed: August 11, 1997 Published: December 26, 2000	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers, and mobile data receivers (Int'l Class: 38) Telecommunication services, namely, standard and enhanced two-way radio dispatch communication services, data transmission via facsimile, two-way radios, wireline, wireless, cellular and digital; text and numeric wireless digital messaging services; cellular telephone services; paging and mobile services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL. DONE. RN:2,950,172	Registered May 10, 2005	(Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive

	Int'l Class: 9, 38 First Use: September 15, 2003 Filed: August 4, 2003 Published: May 25, 2004	data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network (Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); positioning, tracking, monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over	Reston Virginia,20191

		wireless networks	
NEXTEL.DONE. AND DESIGN [redacted] RN:2,979,283	Registered July 26, 2005 Int'l Class: 9, 38 First Use: September 15, 2003 Filed: September 23, 2003 Published: May 25, 2004	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); positioning, tracking, monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks (Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTEL.DONE. AND DESIGN NEXTEL.Done. RN:2,945,251	Registered April 26, 2005 Int'l Class: 9, 38 First Use: September 15, 2003 Filed: September 23, 2003 Published: May 18, 2004	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); positioning, tracking, monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks (Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices;	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTEL.HOW BUSINESS GETS DONE. RN:2,435,925	Registered March 13, 2001 Int'l Class: 38 First Use: July 15, 1999 Filed: July 26, 1999 Published: February 8, 2000	(Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of data by means of two-way radios, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTEL.YA. AND DESIGN NEXTEL.Ya. SN:76-577222	Allowed - Intent to Use 2nd Extension of Time Granted October 18, 2006 Int'l Class: 38 First Use: February 6, 2004 Filed: February 18, 2004 Published: July 26, 2005	(Int'l Class: 9) Equipment used in providing telecommunications services; namely; mobile radios, two-way radios; cellular telephones; digital cellular telephones; mobile telephones; dispatch radios; radio pagers; mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video; music and pictures; namely; handheld personal computers and personal digital assistants pdas); positioning, tracking; monitoring and security systems comprised of wireless communications transmitters and receivers; hardware and software for use in communications networks, namely; software and internet protocol and telecommunications network transmitters; receivers, converters, and routers, all of which allow the user to send voice, data, pictures; music and video over wireless networks (Int'l Class: 38) Telecommunication services; namely; electronic, electric and digital transmission of voice,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		data, pictures, music and video via wireless networks-- two-way radio dispatching services, electronic transmission of voice, text; images, data, music and information by means of two-way radios, mobile radios; cellular telephones, digital cellular telephones, mobile telephones, handheld units; namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking; monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles; data, images; music; information; text; numeric messaging and text messaging and for accessing a global communications network	
NEXTEL.YA. AND DESIGN **NEXTEL.Ya.** RN:3,067,324	Registered March 14, 2006 Int'l Class: 38 First Use: February 6, 2004 Filed: February 18, 2004 Published: December 20, 2005	(Int'l Class: 38) Telecommunication services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; transmission of positioning, tracking, monitoring and security data via wireless communications devices; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Dr Reston Virginia,20191

		facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	
NEXTMAIL RN:2,978,260	Registered July 26, 2005 Int'l Class: 38 First Use: January 1, 2002 In Commerce: September 26, 2002 Filed: July 16, 2002 Published: January 21, 2003	(Int'l Class: 38) Telecommunications services, namely, electronic transmission and reception of voice and data messages from and between cell phones, other wireless or mobile communications devices, and other internet connected devices	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
NEXTNOTES RN:2,891,208	Registered October 5, 2004 Int'l Class: 38 First Use: July 18, 2003 Filed: March 18, 2003 Published: July 13, 2004	(Int'l Class: 38) Telecommunications services, namely, electronic transmission and reception of data, voice, audio, and video from and between cell phones, wireless and mobile communications devices, and internet connected devices	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
ONE PHONE.ONE NUMBER.WORLD WIDE. RN:2,619,114	Registered Supplemental Register September 10, 2002 Int'l Class: 38 First Use: April 1, 2000 Filed: August 3, 2000	(Int'l Class: 38) Telecommunications services, namely two-way radio dispatching services, electronic transmission of voice, data and information by means of two-way radios, paging services and mobile telephone communication services	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
POWERED BY NEXTEL RN:2,863,268	Registered July 13, 2004 Int'l Class: 9, 38 First Use: August 30, 2002 Filed: April 5, 2002 Published: July 15, 2003	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers, mobile dispatch radios, mobile data receivers; hardware and software for use in communications networks, namely, internet protocol and telecommunications network	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		transmitters, receivers, converters, and routers which allow the user to send voice, data, pictures, music and video over wireless networks (Int'l Class: 38) Telecommunication services, namely, providing voice, data, pictures, music and video via wireless networks and two-way radio dispatching services, electronic transmission of voice, text, images data and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, information, text, numeric messaging and text messaging and for accessing a global communications network	
PRIORITY CONNECT SN:78-236041	Allowed - Intent to Use 4th Extension of Time Granted December 16, 2006 Filed: April 10, 2003 Published: August 10, 2004	(Int'l Class: 9) Equipment used in providing telecommunications services, namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers, mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); hardware and software for use in communications networks, namely, software and internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks.	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
PRIORITY	Registered	(Int'l Class: 38) Telecommunication	Nextel Communications, Inc.

CONNECT RN:2,980,059	July 26, 2005 Int'l Class: 38 First Use: March, 2003 Filed: April 10, 2003 Published: August 10, 2004	services, namely, electronic, electric and digital transmission of voice, data, pictures, music and video via wireless networks; two-way radio dispatching services, electronic transmission of voice, text, images, data, music and information by means of two-way radios, mobile radios, cellular telephones, digital cellular telephones, mobile telephones, handheld units, namely, personal computers and digital assistants (pdas), dispatch radios, and pagers; paging services; mobile telephone communication services; wireless internet access services; and wireless data services for mobile devices via a wireless network for the purpose of sending and receiving electronic mail, facsimiles, data, images, music, information, text, numeric messaging and text messaging and for accessing a global communications network	(Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191
REPAIR NEXTEL AUTHORIZED SERVICE CENTER AND DESIGN NEXTEL AUTHORIZED SERVICE CENTER SN:76-577219	Allowed - Intent to Use Statement of Use - Non-Final Refusal Mailed October 17, 2006 Int'l Class: 37, 42 First Use: March 1, 2004 Filed: February 18, 2004 Published: June 14, 2005	(Int'l Class: 37) Maintenance and repair of telecommunications equipment namely, mobile radios, two-way radios, cellular telephones, digital cellular telephones, mobile telephones, dispatch radios, radio pagers; mobile dispatch radios, mobile data receivers and transmitters and handheld units for the wireless receipt and transmission of voice, data, video, music and pictures, namely, handheld personal computers and personal digital assistants (pdas); maintenance and repair of hardware for use in communications networks, namely, internet protocol and telecommunications network transmitters, receivers, converters, and routers, all of which allow the user to send voice, data, pictures, music and video over wireless networks (Int'l Class: 42) Maintenance and repair of software for use in communications networks, namely,	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

		internet protocol and telecommunications network transmitters, receivers, converters, and routers, that allow the user to send voice, data, pictures, music and video over wireless networks	
THE FAIR PLAN RN:1,984,529	Registered 8 Accepted August 12, 2002 Int'l Class: 38 First Use: March, 1994 In Commerce: November, 1994 Filed: March 25, 1994 Published: April 25, 1995 Registered: July 2, 1996	(Int'l Class: 38) Mobile telephone communications services featuring a variable rate plan	Nextel Communications, Inc. (Delaware Corp.) 2001 Edmund Halley Drive Reston Virginia,20191

Addendum VIII
to
Sprint PCS Management Agreement

Dated as of September 28, 2007

Manager: SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

Service Area BTAs: Altoona, PA #12
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV #179
Harrisburg, PA #181
Harrisonburg, VA #183
Washington, DC (Jefferson County, WV only) #471
Winchester, VA #479
York-Hanover, PA #483

This Addendum VIII (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between Sprint Spectrum L.P., WirelessCo, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Shenandoah Personal Communications Company (the "Management Agreement.) The Management Agreement was amended by:

(1) Addendum I dated as of November 5, 1999,

(2) Addendum II dated as of August 31, 2000,

(3) Addendum III dated as of September 26, 2001,

(4) Addendum IV dated as of May 22, 2003,

(5) Addendum V dated as of January 30, 2004,

(6) Addendum VI dated as of May 24, 2004, and

(7) Addendum VII dated as of March 13, 2007.

The terms and provisions of this Addendum control over any conflicting terms and provisions contained in the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the express modifications made in this Addendum. This Addendum does not change the effective date of any prior amendment made to the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions through previously executed addenda.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Schedule of Definitions or in prior addenda. Section and Exhibit references are to sections and Exhibits of the Management Agreement unless otherwise noted.

This Addendum is effective on 9/28, 2007 (the "Effective Date").

A. On the Effective Date, the Management Agreement and the Schedule of Definitions are amended as follows:

1. A new Section 3.7 is added reading as follows:

3.7 PowerSource Products and Services. In addition to selling Sprint PCS Products and Services, Manager and Manager Distributors will sell PowerSource Products and Services in the Service Area. Manager may not sell any other product or service that is capable of using both the Sprint PCS Network and the iDEN Network without the written permission of Sprint PCS. Manager and Manager Distributors must comply with all requirements that Sprint PCS may elect to implement relating to the sale of PowerSource Products and Services as long as the requirements also apply to the sale of PowerSource Products and Services by Sprint PCS and its Related Parties. Manager will be responsible for all handset costs (including any applicable handset subsidies) and any commissions paid to any Manager employee or Manager Distributor that sells a PowerSource Phone that is activated in the Service Area. Manager will not be entitled to any compensation under the Distribution Agreement for any sale of PowerSource Products and Services. PowerSource Phones and related accessories will be made available to Manager in the same manner in which telephones that operate exclusively on the Sprint PCS Network and related accessories are made available to Manager.

2. Section 2.3(d)(i) is deleted in its entirety and replaced with the following:

~~(i) Sprint PCS may cause Sprint PCS Products and Services and PowerSource Phones and Services to be sold in the Service Area through the Sprint PCS National Accounts Program Requirements and the Sprint PCS National or Regional Distribution Program Requirements:~~

REPLACED BY ADD IX
SEE ADD XIV §2

3. ~~The first sentence of the second paragraph of Section 10.2 of the Management Agreement is deleted and replaced with the following:~~

~~**"Billed Revenue"** is all customer account activity (e.g., all activity billed, attributed or otherwise reflected in the customer account but not including~~

REPLACED BY ADD X

SEE §10 OF ADD. XII

REPLACED BY §4 OF ADDENDUM XI

SEE §4 OF ADD. XIV