

4. Section 2.3(a) of the Management Agreement 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 for Sprint PCS and its Related Parties in the Service Area in the: (i) 1850-1865 MHz and 1870-1885 MHz spectrum ranges on the uplink and 1930-1945 and 1950-1965 MHz spectrum ranges on the downlink with respect to CDMA and LTE in the applicable Shentel Territory; (ii) the 1900 MHz PCS G-Block Spectrum Range, with respect to CDMA and LTE, effective upon the Network Vision Completion Date; and (iii) the former iDEN Block in the 800 MHz Spectrum Range (with respect to CDMA and LTE products and services only), subject to the limitations set forth below in this Section 2.3(a) and upon receipt of written approval from Sprint PCS. The amount of spectrum in the 800 MHz Spectrum Range made available to Manager by Sprint PCS may vary between BTAs based on re-banding schedules, conflicts with local incumbents, conflicts with residual iDEN usage, regulatory approvals, and other factors. Sprint PCS will notify Manager in writing of specific spectrum availability in each BTA as determined by Sprint PCS in its sole discretion as of the Network Vision Completion Date, and thereafter as additional portions of the 800 MHz Spectrum Range become available. Manager agrees to comply with all FCC rules related to interference mitigation during its management of spectrum in the 800 MHz Spectrum Range. The rights to manage, operate and provide wireless mobility services utilizing the spectrum ranges set forth in (i) – (iii) in the preceding sentence are collectively referred to as the “Exclusive Rights.” 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 violation of the Exclusive Rights 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 is not a wireless mobility service unless such service can be transferred from cell site to cell site.~~

REPLACED  
BY § 2  
ADD ~~XIII~~

5. Section 2.3(d) (i) of the Management Agreement is deleted in its entirety and replaced with the following:

~~(i) Sprint PCS and its Related Parties may cause Sprint PCS Products and Services and Prepaid Products 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 and may allow its distributors of iDEN Products and Services in the Service Area to sell Sprint PCS Products and Services and Prepaid Products and Services to customers that previously purchased iDEN Products and/or iDEN Services. Additionally, Sprint PCS may sell Prepaid Products and Services and Prepaid Network Vision Products and Services in the Service Area through: (i) Prepaid National and Regional Distributors set forth on Exhibit 4.1 Attachment B-1; and (ii) local~~

REPLACED  
BY § 2  
ADD ~~XIV~~

indirect dealers authorized pursuant to any applicable master agent agreement entered by Sprint PCS or its Related Part(ies) with a master agent in effect from time to time (the "Master Agent Agreement") including, but not limited to a Fourth Amended and Restated Master Agent Agreement between Virgin Mobile USA, L.P. ("VMU") and Actify LLC, dated July 31, 2009 as it may be amended, supplemented or replaced.

6. Section 3.1.6 is added to the Management Agreement:

**3.1.6 Network Vision Products and Services.**

- (a) Sprint PCS may make certain Network Vision Products and Services (including Prepaid Network Vision Products and Services) available for sale by Manager in the Service Area by including the associated Network Vision wireless devices on the device order form used by Manager to order other wireless devices. Network Vision devices and related accessories will be made available to Manager in the same manner in which Sprint PCS Products and Services and related accessories are made available to Manager. Sprint PCS may add or delete Network Vision wireless devices from the device order form at any time. Any sale by Manager of any Network Vision Products and Services enabled by the Network Vision devices made available to Manager will be made on the terms and conditions contained both in this Management Agreement and the Distribution Agreement and Prepaid Distribution Agreement, as applicable.
- (b) Although Network Vision Products and Services made available to Manager have not been designated as Sprint PCS Products and Services, such products and services will be treated as Sprint Products and Services for all purposes under the Management Agreement. Except as specifically provided in the Migration Plan in connection with Migrated Accounts as set forth in Section 3.1.7, Manager will be responsible for all device costs (including any applicable device subsidies) and any commissions paid to any Manager employee or Manager distributor that sells a Network Vision Product or Service that is activated in the Service Area. Manager will be compensated for any sale of Network Vision Products and Services in the Service Area in accordance with Section 10 of this Agreement and will not be compensated separately under the Distribution Agreement or the Prepaid Distribution Agreement. Manager's sale of Network Vision Products and Services must comply with any Program Requirements that Sprint PCS may adopt relating to such products and services and Manager must offer and support all Sprint PCS pricing plans adopted by Sprint PCS for such services, as provided in Section 4.4 of this Management Agreement. Manager must perform any network enhancements or upgrades required by Sprint PCS to ensure full functionality of any Network Vision devices made available to Manager which Manager elects to sell provided that Sprint PCS is performing the same network enhancements or upgrades to its portion of the Sprint PCS Network, provided that it is understood and agreed that, following the Network Vision

Completion Date, the provisions of Section 9.3 shall apply to subsequent enhancements or upgrades, to the extent applicable.

- (c) Notwithstanding the treatment of Network Vision Products and Services as Sprint PCS Products and Services, *Prepaid* Network Vision Products and Services will be treated as Prepaid Products and Services for purposes of calculating Prepaid Revenues, Prepaid ARPU, Prepaid CCPU, Prepaid CCPU Fee, Prepaid CPGA, Prepaid CPGA Fee, Prepaid Fixed CPGA, Prepaid Management Fee, Prepaid Subscribers, and Prepaid Variable CPGA.

- 7. Section 3.1.7 is added to the Management Agreement:

**3.1.7 Migration of iDEN Subscriber Accounts.** As of the Effective Date, Sprint PCS and certain Related Parties have approximately 50,000 active subscribers of postpaid Nextel branded wireless services and approximately 11,000 prepaid Boost Mobile branded wireless services which operate on the Sprint PCS iDEN Network with NPA-NXXs which are located in the Manager's Service Area (collectively, "iDEN Subscriber Accounts"). In connection with the implementation of the Network Vision Update, Sprint PCS and certain Related Parties intend to decommission the iDEN Network in the Service Area. It is the intention of Sprint PCS and certain Related Parties to implement a migration plan to allow current customers with iDEN Subscriber Accounts to migrate to the Sprint PCS Network, as updated, prior to the shutdown of the iDEN Network (the "Migration Plan"). The Migration Plan and associated timeline will be developed by Sprint PCS in its sole discretion, and may be modified at any time in Sprint PCS' sole discretion. The Migration Plan will allow iDEN customers with iDEN Subscriber Accounts to purchase or receive a CDMA device (or other device offered by Sprint PCS compatible with the Sprint PCS Network) and become either: (i) a postpaid contract customer (a "Postpaid Migrated Account") or (ii) a prepaid customer (a "Prepaid Migrated Account") (The converted Postpaid Migrated Accounts and the Prepaid Migrated Accounts referenced in (i) and (ii) of the preceding sentence are collectively referred to following migration as the "Migrated Accounts"). Sprint PCS, certain Related Parties and Manager desire to transfer the iDEN Subscriber Accounts to Manager for the consideration and on the terms and conditions described below in this section 3.1.7

- (a) Beginning January 1, 2012, Sprint PCS will track on a monthly basis the iDEN Subscriber Accounts which have been successfully migrated to a Migrated Account. A completed migration will be deemed to occur upon the activation of a CDMA or LTE device by the iDEN Subscriber in the Service Area on the Sprint PCS Network.
- (b) Upon notice of migration, Manager agrees to pay Sprint PCS or its Related Parties in the next occurring monthly settlement a one-time, all inclusive, per subscriber fee of:

- (i) \$350 for each iDEN Subscriber Account converted to a Postpaid Migrated Account; or
- (ii) \$150 for each iDEN Subscriber Account converted to a Prepaid Migrated Account.

(the "Migration Fee")

- (c) On and after receipt of notice from Sprint PCS of the migration of the iDEN Subscriber Account to a Migrated Account, Manager will assume and agree to discharge, promptly when due, the ongoing obligations and duties of the Migrated Accounts in accordance with the terms of the Management Agreement consistent with how it manages existing subscribers. Upon migration:
  - (i) iDEN Subscriber Accounts in the Service Area migrated to a Prepaid Migrated Account will be considered Prepaid Subscribers for all purposes, other than calculation of the Prepaid CPGA Fee, under the Management Agreement and the Services Agreement, including for purposes of calculating Prepaid Revenues, Prepaid ARPU, Prepaid CCPU, Prepaid CCPU Fee, Prepaid Management Fee, Prepaid Subscribers, and Prepaid Variable CPGA; and
  - (ii) iDEN Subscriber Accounts in the Service Area migrated to a Postpaid Migrated Account will be considered Customers for all purposes under the Management Agreement and the Services Agreement.
- (d) Sprint PCS and its Related Parties make no representation or warranty as to how many iDEN Subscriber Accounts will be migrated to Migrated Accounts. Sprint PCS and its Related Parties will retain all rights (but not the obligation) to operate its iDEN Network and to provide iDEN Products and Services to and manage iDEN Customers for so long as any iDEN Customer contracts remain in place.
- (e) Sprint PCS and its iDEN Distributors may continue to activate new iDEN Customers while the iDEN Network remains operational.
- (f) For avoidance of doubt, it is understood and agreed that: (i) if an iDEN Customer initiates service on Manager's Network outside of the Migration Process, no compensation will be due to Sprint PCS or its Related Parties pursuant to this Section 3.1.7; and (ii) the Prepaid CPGA Fee shall not be payable with respect to Migrated Prepaid Accounts.
- (g) Manager and Sprint Solutions, Inc. are parties to that certain iDEN Distribution Agreement dated May 10, 2007 (as amended, the "iDEN Distribution Agreement"). In connection with the migration from the iDEN

Network and the expected shutdown of the iDEN Network as contemplated by this Addendum, the parties recognize that the iDEN Distribution Agreement will become obsolete at a future date. Accordingly, Manager agrees that in addition to any other termination events or provisions set forth in the iDEN Distribution Agreement, Sprint Solutions, Inc. will, upon direction from Sprint PCS, have the right to terminate the iDEN Distribution Agreement upon thirty days advance written notice to Manager. Manager agrees to execute such further documentation as may be reasonably requested to effectuate the termination right and the termination contemplated in this paragraph (g).

(h) Additional Documents. Either party, if requested by the other party, shall execute such additional documents as may reasonably be necessary or proper to transfer to Manager the iDEN Subscriber Accounts provided that such additional documents are in form and substance reasonably satisfactory to respective counsel for each party.

8. Section 3.1.8 is added to the Management Agreement:

**3.1.8 Treatment of Certain Products and Services as Sprint PCS Products and Services.** As of the Effective Date of Addendum XII, the following categories have not been designated as Sprint PCS Products and Services: (i) EVDO Products and Services; (ii) Q-Chat Products and Services; (iii) PowerSource Products and Services; (iv) 3G/4G Products and Services; and (v) Network Vision Products and Services. The categories of products and services listed in items (i) – (v) of the preceding sentence are collectively referred to as “Additional Sprint PCS Products and Services”. Sprint PCS and Manager acknowledge and agree that for all purposes under the Management Agreement and with respect to Manager, except as may be specifically otherwise provided, the Additional Sprint PCS Products and Services will be treated as Sprint PCS Products and Services. Any reference in the Management Agreement to Sprint PCS Products and Services, except as may be specifically otherwise provided, will be deemed to include with respect to Manager the Additional Sprint PCS Products and Services. Sprint PCS reserves the right to designate at a future date any or all of the Additional Sprint PCS Products and Services as Sprint PCS Products and Services.

9. The last sentence of Section 4.2 (as added by Addendum VII and amended by Addendum X) is deleted in its entirety and replaced with the following:

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, 4G, LTE and iDEN technology.

~~10. 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) during the calendar month for which the fees~~

3.1.9  
ADDED  
BY ADD.  
XIV  
§ 3

SEE § 4  
of Add. XIV

~~and payments are being calculated (the "Billed Month") for Sprint PCS Products and Services (including Network Vision Products and Services, but excluding Prepaid Network Vision Products and Services) related to all Customer accounts assigned to the Service Area except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 10.2.3 through 10.2.7, 10.4 and 10.8), (iii) amounts collected from Customers and paid to governmental or regulatory authorities (e.g. Customer Taxes and USF Charges); and (iv) other amounts identified in this agreement as not included in Billed Revenue (these amounts being "Manager Accounts"). Prepaid Revenue (including revenue associated with Prepaid Migrated Accounts and Prepaid Network Vision Products and Services) are not included in Billed Revenue~~

11. Section 10.2.7.4 is added to the Management Agreement:

10.2.7.4 LTE Fee. Manager and Sprint PCS agree and acknowledge if subsequent to the Effective Date, Sprint PCS resells LTE capability from LTE providers other than Sprint PCS (including but not limited to Clearwire or Lightsquared) Manager's rights to sell any products or services utilizing such alternate LTE network provider will be subject to and conditioned upon execution of a mutually agreeable addendum to the Management Agreement and an amendment to the Distribution Agreement between Sprint PCS and Manager setting forth terms and conditions applicable to the sale and distribution of such products and services, including but not limited to fees to compensate Sprint PCS for any fees paid to any other party for use of its network.

12. Sections 11.1 and 11.2 of the Management Agreement are deleted and replaced with the following:

~~11.1 Initial Term. This Agreement commences on the date of execution and, unless terminated earlier in accordance with the provisions of this Section 11, continues for a period of 25 years (the "Initial Term").~~

11.2 Renewal Terms. Following expiration of the Initial Term, this agreement will automatically renew for 2 successive 10-year renewal periods ~~(for a maximum of 45 years including the Initial Term)~~ unless at least 2 years prior to the commencement of any renewal period either party notifies the other party in writing that it does not wish to renew this agreement.

13. Sprint PCS acknowledges that Manager intends to finance the Network Vision Update through a Financial Lender. Sprint PCS agrees that it will not unreasonably withhold consent to assignment of Manager's rights and obligations under the Management Agreement, the Services Agreement, the Trademark License Agreements and related agreements to a Financial Lender in connection with such financing which is consistent with the requirements of Section 17.15.2 of the Management Agreement. Sprint PCS agrees to execute documentation evidencing its consent as may be reasonably required by a Financial Lender and satisfactory to Sprint PCS following an adequate opportunity to review its terms and conditions, and provided that the loan proceeds are to be used by manager for the purpose of funding the Network Vision Update.

§ 10.2.7.5  
ADDED BY  
ADD. XIV  
§ 5

AMENDED +  
REPLACED BY  
§§ 11 AND 12  
OF  
ADDENDUM  
XVIII

Service Agreement

14. Section 3.2.1 (B) of the Service Agreement is deleted in its entirety and replaced with the following:

8.6% EFFECTIVE 1/1/16 PER §18 OF ADDENDUM XVIII

B. Adjusted Pricing. Beginning June 1, 2010, and subject to adjustment pursuant to Section 3.2.2, the Net Service Fee payable by Manager each month will be 17.8% of (a) Net Billed Revenue less (b) the Allocated Write-offs for Net Billed Revenue for the Services and Settled-Separately Manager Expenses by or on behalf of Sprint Spectrum. The Parties agree that notwithstanding anything to the contrary set forth in Section 3.2.2(a) or 3.3.2(b), there will be no further Net Service Fee adjustment until, at the earliest, pursuant to the Review Notice Period commencing June 30, 2013, as set forth in Section 3.2.2(b).

15. Section 3.2.2(b) of the Service Agreement is deleted in its entirety and replaced with the following:

~~(b) Beginning on June 30, 2013, between June 30<sup>th</sup> and July 31<sup>st</sup> 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, in order to initiate a Review Notice during the Review Notice Period in 2013, Manager must believe in good faith that the Appropriate Net Service Fee is less than 11.0% or Sprint PCS must believe in good faith the Appropriate Net Service Fee is greater than 13%. For avoidance of doubt, it is understood and agreed that such adjustments shall remain subject to the provisions of Section 3.2.2(l).~~

REPLACED BY §19 OF ADDENDUM XVIII AS OF 1/1/2016

16. Section 3.2.2(l) of the Service Agreement is deleted and replaced with the following:

~~(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 14% 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 used by Sprint PCS after taking into account the size of Manager's and Sprint PCS' subscriber base and the geographic area, population density and, 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 14% amount) pursuant to which Sprint PCS will be compensated for the disproportionate use of the Services by Manager.~~

REPLACED BY §20 OF ADDENDUM XVIII AS OF 1/1/2006

17. LTE Data Usage Travel Rates. Sprint PCS and Manager agree that upon implementation of Network Vision, LTE Data Usage will be treated as 3G Data Usage and settled at the same rate as 3G Data Usage for purposes of Section 3.2.2 of the Services Agreement. If at any time

Sprint PCS determines in its reasonable discretion that it is appropriate and feasible to measure and settle LTE Data Usage as an element of the Net Service Fee that is separate from 3G Data Usage, Sprint PCS will propose a separate LTE Data Usage travel rate. The process for setting a separate LTE Data Usage travel rate will be the same as the process for reviewing the Appropriate Net Service Fee set forth in Section 3.2.2 of the Services Agreement.

*Schedule of Definitions*

18. The Schedule of Definitions is revised to include the following:

“1900 MHz G-Block Spectrum Range” or “PCS G block” means the 10MHz in the Service Area on the following frequencies: 1910-1915 uplink, 1990-1995 downlink.

“800 MHz Spectrum Range” or “former iDEN Block of 800 MHz” means the spectrum listed on Schedule A.

“LTE” means fourth generation data communications technology commonly known as Long Term Evolution.

“LTE Data Usage” means voice and data traffic generated by Customers on the LTE data networks wholly owned and operated by Sprint PCS, Manager or Other Managers.

“Multi-modal Architecture” means a network architecture that enables the delivery of multiple communication technologies, over multiple spectrum ranges.

“Network Vision” means Multi-modal Architecture adopted by Sprint PCS.

“Network Vision Products and Services” means products and services which operate on or utilize Network Vision Technology and are designated by Sprint PCS as Network Vision Products and Services.

“Network Vision Technology” means network multimode base station architecture.

“Prepaid Network Vision Products and Services” means those Network Vision Products and Services sold under Prepaid Brands that (i) operate on the CDMA Sprint PCS Network, as updated with Network Vision Technology and (ii) are designated Prepaid Network Vision Products and Services by Sprint PCS.

19. The definition of “Reseller Customer” is deleted and replaced with the following:

“Reseller Customer” means customers of companies or organizations with a Private Label PCS Services or similar resale arrangement with Sprint PCS or Manager, including without limitation, customers using LTE networks owned or operated by Sprint PCS or Manager.

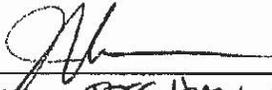
*General Provisions*

20. 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.

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

The parties have executed this Addendum XII as of the Effective Date.

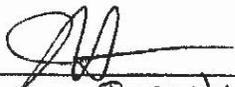
SPRINT SPECTRUM L.P.

By:   
Name: JEFF HANCOCK  
Title: VP

WIRELESSCO, L.P.

By:   
Name: JEFF HANCOCK  
Title: VP

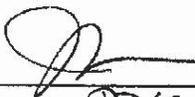
APC PCS, LLC

By:   
Name: JEFF HANCOCK  
Title: VP

PHILLIECO, L.P.

By:   
Name: JEFF HANCOCK  
Title: VP

SPRINT COMMUNICATIONS COMPANY L.P.

By:   
Name: JEFF HANCOCK  
Title: VP

SHENANDOAH PERSONAL  
COMMUNICATIONS COMPANY

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

REDACTED - FOR PUBLIC INSPECTION

{{BEGIN HIGHLY CONFIDENTIAL}}

SCHEDULE A



{{END HIGHLY CONFIDENTIAL}}

ADDENDUM XIII  
TO  
SPRINT PCS MANAGEMENT AGREEMENT

**Manager:** Shenandoah Personal Communications, LLC

**Service Area:** 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 XIII dated September \_\_, 2012, contains certain additional and supplemental terms and provisions to that certain Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum, which Management Agreement was initially amended by Addenda I-XII (as so amended, the “**Management Agreement**”). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement. Except for express modifications made in this Addendum, the Management Agreement continues in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meanings ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

The Management Agreement is modified as follows:

1. **Consent and Agreement.** Sprint PCS is entering into that certain Consent and Agreement with CoBank, ACB as Administrative Agent (which Consent and Agreement, as amended and modified from time to time, is referred to as the “**Consent and Agreement**”) to enable Manager’s parent to obtain loans (the “**Loans**”) from the Lenders (as such term is defined in the Consent and Agreement) and their successors and assigns as provided by the Credit Agreement (as such term is defined in the Consent and Agreement).
2. **Consent and Agreement Not Assignable.** Except as expressly required or permitted in the Consent and Agreement, Manager may not assign the Consent and Agreement.
3. **Notices.** Manager agrees to promptly give Sprint PCS a copy of any notice that Manager receives from or gives to Administrative Agent or any Secured Party (as those terms are defined in the Consent and Agreement). Sprint PCS agrees to promptly give Manager a copy of any notice that Sprint PCS gives to Administrative Agent or any Secured Party.
4. **Financial Information.** Manager agrees to give Sprint PCS a copy of all financial information it gives Administrative Agent or any Secured Party.

REDACTED - FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC

By:   
Name: Christopher E. French  
Title: President

SPRINT SPECTRUM L.P.

By: \_\_\_\_\_  
Name:  
Title:

SPRINT COMMUNICATIONS COMPANY, L.P.

By: \_\_\_\_\_  
Name:  
Title:

WIRELESSCO, L.P.

By: \_\_\_\_\_  
Name:  
Title:

APC PCS, LLC

By: \_\_\_\_\_  
Name:  
Title:

PhillieCo, L.P.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

SPRINT SPECTRUM L.P.

By:  \_\_\_\_\_  
Name: Traci Jovanovic  
Title: Vice President

SPRINT COMMUNICATIONS COMPANY, L.P.

By:  \_\_\_\_\_  
Name: Traci Jovanovic  
Title: Vice President

WIRELESSCO, L.P.

By:  \_\_\_\_\_  
Name: Traci Jovanovic  
Title: Vice President

APC PCS, LLC

By:  \_\_\_\_\_  
Name: Traci Jovanovic  
Title: Vice President

PhillieCo, L.P.

By:  \_\_\_\_\_  
Name: Traci Jovanovic  
Title: Vice President

**Addendum XIV**  
to  
**Sprint PCS Management Agreement and**  
**Sprint PCS Services Agreement**

Dated as of \_\_\_\_\_, 2012

**Manager:** SHENANDOAH PERSONAL COMMUNICATIONS, LLC  
(successor in interest to 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 XIV (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 (predecessor in interest to Shenandoah Personal Communications, LLC) (the "Management Agreement"), the Sprint PCS Services Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Services Agreement"), the Sprint Trademark and Service Mark License Agreement(s) 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,
- (6) Addendum VI dated as of May 24, 2004,
- (7) Addendum VII dated as of March 13, 2007,
- (8) Addendum VIII dated as of September 28, 2007;

- (9) Addendum IX dated as of April 14, 2009;
- (10) Addendum X dated as of March 15, 2010;
- (11) Addendum XI dated as of July 7, 2010;
- (12) Addendum XII dated as of February 1, 2012; and
- (13) Addendum XIII dated September 12, 2012.

Shenandoah Personal Communications Company, a Virginia corporation, was the original Manager under the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions. Effective April 1, 2012, Shenandoah Personal Communications Company was converted to a Virginia limited liability company known as Shenandoah Personal Communications, LLC. Shenandoah Personal Communications, LLC has succeeded to the interest of Manager under 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 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 the date written above (the "Effective Date").

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

*Management Agreement*

1. ~~The last paragraph of Section 1.1 of the Management Agreement 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~~

~~SEES 1 OF  
ADD. XV  
REPLACED BY  
§1 OF  
ADDENDUM  
XVIII~~

~~payment obligations under Sections 1.4, 1.9.2, 1.10, 3.1.7, 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), 3.2, 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, the Prepaid Management Fee described in 10.2.7.3 of this Agreement, the LTE Fee described in Section 10.2.7.4 of this Agreement, the Command Center Fee described in Section 10.2.7.5 of this Agreement and the Net Service Fee, the Prepaid CPGA Fee and Prepaid CCPU Fees 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 2.3(d) (i) of the Management Agreement is deleted in its entirety and replaced with the following:

(i) Sprint PCS and its Related Parties may cause Sprint PCS Products and Services, Command Center Products and Services and Prepaid Products 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 and may allow its distributors of iDEN Products and Services in the Service Area to sell Sprint PCS Products and Services and Prepaid Products and Services to customers that previously purchased iDEN Products and/or iDEN Services. Additionally, Sprint PCS may sell Prepaid Products and Services and Prepaid Network Vision Products and Services in the Service Area through: (i) Prepaid National and Regional Distributors set forth on Exhibit 4.1 Attachment B-1; and (ii) local indirect dealers authorized pursuant to any applicable master agent agreement entered by Sprint PCS or its Related Part(ies) with a master agent in effect from time to time (the "Master Agent Agreement") including, but not limited to a Fourth Amended and Restated Master Agent Agreement between Virgin Mobile USA, L.P. ("VMU") and Actify LLC, dated July 31, 2009 as it may be amended, supplemented or replaced.

3. Section 3.1.9 is added to the Management Agreement:

**3.1.9 Command Center Products and Services.** Sprint PCS may sell Command Center Products and Services to Command Center Customers located within and outside of the Service Area for use within and outside of the Service Area. Command Center Products and Services will not initially be designated as Sprint PCS Products and Services and Manager will not be authorized to sell Command Center Products and Services under this Management Agreement at this time. Due to the current difficulty and expense of tracking revenues and costs at the device level, Sprint PCS and Manager have agreed that as of the Effective Date, Sprint PCS will be entitled to all Command Center Revenue, subject to payment by Sprint PCS to Manager of the Command Center Fee. Manager will be compensated for any sale and use of Command Center Products and Services in the Service Area after the Effective Date solely in accordance with Section 10.2.7.5 of this Management Agreement. Sprint PCS may in the future elect to designate Command Center Products and Services as Sprint PCS Products and Services or Additional Products and Services.

4. The first sentence of the second paragraph of Section 10.2 is deleted and replaced with the following:

REPLACED  
BY ADD XVII

**"Billed Revenue"** is all customer account activity (e.g., all activity billed, attributed or otherwise reflected in the customer account) during the calendar month for which the fees and payments are being calculated (the **"Billed Month"**) for Sprint PCS Products and Services (including Network Vision Products and Services, but excluding Prepaid Network Vision Products and Services) related to all Customer accounts assigned to the Service Area except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 10.2.3 through 10.2.7, 10.4 and 10.8), (iii) amounts collected from Customers and paid to governmental or regulatory authorities (e.g. Customer Taxes and USF Charges); and (iv) other amounts identified in this agreement as not included in Billed Revenue (these amounts being **"Manager Accounts"**). Prepaid Revenue (including revenue associated with Prepaid Migrated Accounts and Prepaid Network Vision Products and Services) and Command Center Revenue are not included in Billed Revenue.

5. Section 10.2.7.5 is added to the Management Agreement:

**10.2.7.5 Command Center Fee.** Sprint PCS will remit monthly to Manager the Command Center Fee. The Command Center Fee rates will be updated annually. The next annual update will occur, if applicable, January 1, 2013.

*Schedule of Definitions*

6. The Schedule of Definitions is revised to including the following:

**"Command Center Fee"** means the fee payable by Sprint PCS to Manager to compensate Manager for the data traffic on the Service Area Network generated by users of Command Center Products and Services. Beginning on the Effective Date, the Command Center Fee is: (i) a portion of Shared Command Center Revenue based on the Covered Pop Ratio, less (ii) a portion of amounts payable by Sprint PCS to third parties or Related Parties for roaming or for network usage by 4G Command Center Customers based on the Covered Pop Ratio. The Parties acknowledge that 4G network usage will not be initially enabled or tracked for purposes of subsection (ii) above, however, Sprint PCS reserves the right during the Term to equitably allocate costs payable by Sprint PCS to third parties or Related Parties for 4G network usage by Command Center Customers.

**"Covered Pop Ratio"** means the ratio of covered pops in the Service Area Network compared to the total number of covered pops in the Sprint PCS Network as determined by Sprint PCS in its sole discretion. The Covered Pop Ratio as of the Effective Date is 0.80%.

**“Command Center Products and Services”** means Sprint branded wireless products and services designated by Sprint PCS as “Command Center” wherever sold that are reasonably determined by Sprint PCS to be capable of use or physical location in the Service Area and which are managed via the Sprint Command Center platform.

**“Command Center Customers”** mean customers that purchase Command Center Products and Services. Command Center Customers are not included in calculation of Net Service Fees for purposes of Section 3.2 of the Services Agreement.

**“Command Center Revenue”** means all Command Center Customer account activity (e.g., all network activity and fees billed, attributed to, derived from, or otherwise associated with or reflected in the Command Center Customer account) during the calendar month for which the activity, fees and payments are being calculated. Command Center Revenue is determined by Sprint PCS in its sole discretion.

**“Shared Command Center Revenue”** means that portion of Command Center Revenue which is directly attributable to data traffic on the Service Area Network, as determined by Sprint PCS. Shared Command Center Revenue includes the following categories of revenues collected by Sprint PCS from Command Center Customers relative to Command Center Products and Services: (i) MRCs; (ii) domestic voice, data and text overages; and (iii) activation, cancellation, suspension and standby fees. Shared Command Center revenue does not include revenues or fees which are not directly related to traffic on the Service Area Network, as determined by Sprint PCS in its sole discretion. The following items or amounts are not considered Shared Command Center Revenues (without limitation): (i) amounts payable for premium services; (ii) static IP related fees; (iii) secure VPN related fees; (iv) amounts payable for professional services; (v) Customer credits; (vi) write offs; (vii) international usage charges; (viii) amounts billed to Command Center Customers by Sprint PCS on behalf of third parties for products or services provided directly by third parties; and (ix) amounts collected from Customers and paid to governmental or regulatory authorities (e.g., Customer Taxes and USF Charges, and similar charges, to the extent applicable).

#### *General Provisions*

7. **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.

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

The parties have executed this Addendum XIV as of the Effective Date.

SPRINT SPECTRUM L.P.

By:   
Name: TRACI JOVANOVIC  
Title: VP

WIRELESSCO, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APC PCS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

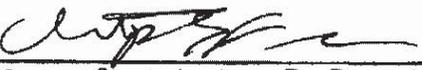
PHILLIECO, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY L.P.

By:   
Name: TRACY LOVANOVIC  
Title: VP

SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC (successor in interest  
to Shenandoah Personal Communications  
Company)

By:   
Name: Christopher E. French  
Title: President

**Addendum XV**  
**to**  
**Sprint PCS Management Agreement and**  
**Sprint PCS Services Agreement**

Dated as of \_\_\_\_\_, 2013

**Manager:** SHENANDOAH PERSONAL COMMUNICATIONS, LLC

**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 XV (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 (predecessor in interest to Shenandoah Personal Communications, LLC) (the "Management Agreement"), the Sprint PCS Services Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Services Agreement"), the Sprint Trademark and Service Mark License Agreement(s) 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,
- (6) Addendum VI dated as of May 24, 2004,
- (7) Addendum VII dated as of March 13, 2007,
- (8) Addendum VIII dated as of September 28, 2007,

DM #567300

- (9) Addendum IX dated as of April 14, 2009,
- (10) Addendum X dated as of March 15, 2010,
- (11) Addendum XI dated as of July 7, 2010,
- (12) Addendum XII dated as of February 1, 2012;
- (13) Addendum XIII dated as of September 12, 2012; and
- (14) Addendum XIV dated as of November 19, 2012.

Manager and Sprint PCS have engaged together to upgrade their respective wireless networks to introduce 4G LTE services under a program called "Network Vision" by Sprint PCS. In order to assure continued interoperability of Manager's Service Area Network with the Sprint PCS Network, Manager was prepared to acquire, at its own expense, the hardware and software components of the network that control and direct LTE traffic between the mobile Manager LTE Devices (as defined below) and the internet. However, Sprint PCS and Manager have determined that significant operational efficiencies will be achieved if the LTE Data Core (as defined below) is located solely within the Sprint PCS Network, rather than residing in Manager's Service Area Network as well as in the Sprint PCS Network. The purpose of this Addendum is to allow Sprint to recover the significant capital costs incurred in providing to Manager the LTE Data Core located within the Sprint PCS Network and to set forth terms relating to Sprint PCS's provision of LTE Data Core Services.

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 the date written above (the "Effective Date").

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

*Management Agreement*

1. The last paragraph of Section 1.1 of the Management Agreement 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, 3.1.7, 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), 3.2, 3.3, 3.4, 5.1.2, 3.5 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, the Prepaid Management Fee described in 10.2.7.3 of this Agreement, the LTE Fee described in Section 10.2.7.4 of this Agreement, the Command Center Fee described in Section 10.2.7.5 of this Agreement and the Net Service Fee, the Prepaid CPGA Fee, Prepaid CCPU Fees and LTE Data Core Services Fee described in the Services Agreement will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.

~~See § 1  
of Addendum  
XVII~~

SUPERSEDED BY  
§ 1 OF  
ADDENDUM  
XVIII

*Schedule of Definitions*

2. The Schedule of Definitions is revised to including the following:

**"LTE Data Core"** means the software and hardware components of the network that controls and directs LTE traffic between the mobile Manager LTE Devices and the internet.

**"LTE Data Core Services Fee"** means the fee payable by Manager to Sprint PCS to compensate Sprint PCS for the costs of deploying, operating and maintaining the LTE Data Core and providing LTE Data Core Services applicable to LTE data traffic on the Sprint PCS Network.

**"LTE Data Core Services"** means services relating to the LTE Data Core including licenses, packet gateway and mobility management entity functionality. LTE Data Core Services are more completely set forth on Schedule 2.1.1-B attached to this Addendum and incorporated herein.

**"Manager LTE Devices"** means LTE devices activated using an NPA-NXX assigned to the Service Area.

*Services Agreement*

3. Section 2.2.1 (e) is added to the Services Agreement:

DM #567300

(e) **LTE Data Core Services.** Notwithstanding anything to the contrary contained herein, and in addition to the Services and the Separately Settled Services, Sprint PCS will provide to Manager, and Manager will obtain from Sprint PCS, LTE Data Core Services subject to Manager's payment of the LTE Data Core Services Fee and the following:

- (1) Sprint PCS will own, operate and manage all components of the LTE Data Core. Manager will not have physical access to the LTE Data Core and must comply with all Sprint PCS performance requirements and network security standards relating to the LTE Data Core.
- (2) Sprint PCS may designate additional or fewer LTE Data Core Services if consistent with Sprint' PCS' addition or reduction of LTE Data Core Services with respect to the Sprint PCS Network. Sprint PCS must give at least 180 days' prior written notice to Manager of the deletion or addition of LTE Data Services by providing an amended Schedule 2.1.1-B to Manager in accordance with provisions of Section 9.
- (3) If Sprint PCS determines to no longer offer LTE Data Core Services, the LTE Data Core Services may be discontinued pursuant to the same process set forth in Section 2.1.2 Discontinuance of Services that is applicable to Services.

4. Section 3.5 is added to the Service Agreement.

**3.5. LTE Data Core Services Fee.**

A. In addition to the Net Service Fee, Separately Settled Manager Expenses and other fees payable under this Service Agreement, Manager will pay annually in advance the LTE Data Core Services Fee. The initial LTE Data Core Services Fee for 2013 will be payable within 30 days of the Effective Date and will be equal to \$9.23 multiplied by 100,000, which represents the maximum number of Manager LTE Devices projected by Sprint PCS to be in service at any one time during the calendar year of 2013. Following December 31, 2013, Manager and Sprint PCS will true up any deficiency or surplus in the LTE Data Core Service Fee for 2013 based on the differential between the projected number of Manager LTE Devices in service at any one time during the year (100,000) and the maximum number of Manager LTE Devices actually in service at any one time during the year.

The LTE Data Core Services Fee will thereafter be payable annually on each January 1, in advance, and will be based on \$9.23 (as it may be subsequently adjusted pursuant to this agreement) multiplied by the projected number of net positive activations of Manager LTE Devices forecast by Manager for such calendar year. At the conclusion of each calendar year following December 31, 2013, Manager and Sprint PCS will true up any deficiency or surplus in the prior LTE Data Core Services Fee based on the differential between (i) the projected number of net activations of Manager LTE Devices and (ii) the actual number of net activations of Manager LTE Devices that were completed during the calendar year, determined by subtracting

DM #567300

the number of Manager LTE Devices actually in service for the prior year (as used in the prior year's true-up) from the highest number of Manager LTE Devices actually in service at the end of the calendar month having the largest number of LTE Subscribers. In the event there are not positive net activations of Manager LTE Devices for a calendar year, Sprint PCS will refund to Manager an amount not to exceed the amount of the LTE Data Core Services Fee that was prepaid based on a net add positive forecast, if applicable.

B. Sprint PCS reserves the right during the Term to equitably adjust the LTE Data Core Services Fee to permit Sprint PCS to recover its reasonable costs for providing LTE Data Core Services to Manager. Any proposed changes in the LTE Data Core Services Fee will be communicated in a Review Notice in accordance with the timeframes and applicable requirements set forth in Sections 3.2.2, with the adjustment to take effect and be applied to the forecast of the year following notification. With respect to any Review Notice delivered by Sprint PCS reflecting changes in the LTE Data Core Service Fee, Sprint PCS will include with such delivery 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 LTE Data Core Services Fee. The Parties agree that there will be no LTE Data Core Service Fee adjustment until, at the earliest, pursuant to the Review Notice Period commencing June 30, 2013.

C. In the event Sprint PCS discontinues offering of LTE Data Core Services pursuant to Section 2.2.1(e) (2), Manager will receive a credit for unused portions of licenses, which will be equal to the difference between the forecasted amount paid in advance by Manager and the actual number of net activations of Manager LTE Devices in the then current year to date at the time LTE Data Core Services are discontinued, calculated as set forth for the true up described in subsection A above.

D. The Parties agree that matters concerning calculation of the LTE Data Core Services Fee and costs and expenses (including operating metrics referred to in this Agreement relating to or used in the determination of the LTE Data Core Services Fee) may be incorporated within the scope of any audit conducted pursuant to Section 5.1.2 of this Agreement.

#### *General Provisions*

5. **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.

6. **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

DM #567300

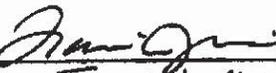
**original instrument as if the parties to the aggregate counterparts had signed the same instrument.  
The parties have caused this Addendum XV to be executed as of the date first above written.**

The parties have executed this Addendum XV as of the Effective Date.

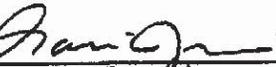
SPRINT SPECTRUM L.P.

By:   
Name: Traci Jovanovic  
Title: VP

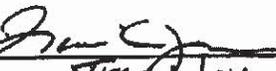
WIRELESSCO, L.P.

By:   
Name: Traci Jovanovic  
Title: VP

APC PCS, LLC

By:   
Name: Traci Jovanovic  
Title: VP

PHILLIECO, L.P.

By:   
Name: Traci Jovanovic  
Title: VP

SPRINT COMMUNICATIONS COMPANY L.P.

By:   
Name: Traci Jovanovic  
Title: VP

SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC (successor in interest  
to Shenandoah Personal Communications  
Company)

By:   
Name: CHRISTOPHER E. FRENCH  
Title: PRESIDENT

DM #567300

Schedule 2.1.1-B

LTE Data Core Services

The core tracks end user devices to know where to page the device for incoming traffic and subsequently set up the data sessions. The core authenticates the LTE Subscribers to ensure valid and current subscriptions. The core tracks data sessions and applies policy adjustments as needed, i.e. data limits, throughput limiting, white list, black list, etc. The LTE Data Core Maintains data sessions as mobile subscribers travel from eNB (Base station) to eNB, as well as between core gateways. The core provides the gateway to the Sprint PCS Network and to the internet.

ADDENDUM XVI  
TO  
SPRINT PCS MANAGEMENT AGREEMENT

**Manager:** Shenandoah Personal Communications, LLC

**Service Area:** 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 XVI dated as of December 9, 2013, contains certain additional and supplemental terms and provisions to that certain Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum (or their predecessors in interest), which Management Agreement was initially amended by Addenda I-XV (as so amended, the "Management Agreement"). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement. Except for express modifications made in this Addendum, the Management Agreement continues in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meanings ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

This Addendum is effective on the date written above (the "Effective Date").

On the Effective Date, the Management Agreement is modified as follows:

1. **Spectrum Availability in the Altoona, PA BTA.** The Parties acknowledge that Sprint PCS has entered into a spectrum swap transaction with an unrelated third party in which Sprint PCS will transfer certain spectrum in the Altoona, PA BTA and receive in return certain alternative spectrum in the Altoona, PA BTA (the "Spectrum Swap"). The Spectrum Swap will not result in a net change to the amount of spectrum made available to Manager but will result in adjustment of the specific frequency ranges made available for Manager's use in the Altoona, PA BTA under this Agreement. Sprint PCS will notify Manager of the date the Spectrum Swap has been completed and received all necessary approvals (the "Spectrum Swap Effective Date"). The Spectrum Swap Effective Date is expected to occur in the first or second quarter of 2014. Following the Effective Date, but beginning no sooner than Jan. 1, 2014, Sprint PCS will cause the re-tuning of Manager's equipment to the new frequencies. All costs and expenses charged by Sprint's vendor in connection with re-tuning of Manager's equipment shall be borne by Sprint and paid by Sprint directly to the vendor. Immediately upon the Spectrum Swap Effective Date: (i) the 1860-1865 MHz on the uplink and 1940-1945 MHz on the downlink

spectrum ranges in the Altoona, PA BTA will no longer be available to Manager; and (ii) the following spectrum ranges will become available for use by Manager in the Altoona, PA Service Area with respect to CDMA and LTE: 1905-1910 MHz on the uplink and 1985-1990 MHz on the downlink.

2. **Exclusivity.** Upon the Spectrum Swap Effective Date, Section 2.3(a) of the Management Agreement 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 for Sprint PCS and its Related Parties in the Service Area in the: (i) 1850-1865 MHz and 1870-1885 MHz spectrum ranges on the uplink and 1930-1945 and 1950-1965 MHz spectrum ranges on the downlink with respect to CDMA and LTE in the applicable Shentel Territory; provided, however, that with respect to the Altoona, PA BTA only, the applicable spectrum ranges for purposes of this Section 2.3(a)(i) are 1850-1860 MHz, 1870-1885MHz and 1905-1910 MHz spectrum ranges on the uplink and 1930-1940 and 1950-1965 and 1985-1990 MHz spectrum ranges on the downlink; (ii) the 1900 MHz PCS G-Block Spectrum Range, with respect to CDMA and LTE, effective upon the Network Vision Completion Date; and (iii) the former iDEN Block in the 800 MHz Spectrum Range (with respect to CDMA and LTE products and services only), subject to the limitations set forth below in this Section 2.3(a) and upon receipt of written approval from Sprint PCS. The amount of spectrum in the 800 MHz Spectrum Range made available to Manager by Sprint PCS may vary between BTAs based on re-banding schedules, conflicts with local incumbents, conflicts with residual iDEN usage, regulatory approvals, and other factors. Sprint PCS will notify Manager in writing of specific spectrum availability in each BTA as determined by Sprint PCS in its sole discretion as of the Network Vision Completion Date, and thereafter as additional portions of the 800 MHz Spectrum Range become available. Manager agrees to comply with all FCC rules related to interference mitigation during its management of spectrum in the 800 MHz Spectrum Range. The rights to manage, operate and provide wireless mobility services utilizing the spectrum ranges set forth in (i) – (iii) in the preceding sentence are collectively referred to as the “Exclusive Rights.” 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 violation of the Exclusive Rights 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 is not a wireless mobility service unless such service can be transferred from cell site to cell site.

SUPERSEDED  
BY § 7 OF  
ADDENDUM XVIII

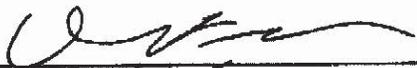
3. **Manager and Sprint PCS' Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any 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.

4. **Reaffirmation of Sprint Agreements.** Each of the undersigned reaffirms in their entirety, together with their respective rights and obligations thereunder, the Management Agreement, the Services Agreement, the Trademark and Service Mark License Agreements, and the Schedule of Definitions (as defined in the Management Agreement).

5. **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

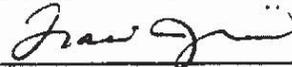
SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC

By:   
Name: CHRISTOPHER K. FRENCH  
Title: PRESIDENT

SPRINT SPECTRUM L.P.

By:   
Name: Traci Jovanovic  
Title: Vice President

SPRINT COMMUNICATIONS COMPANY, L.P.

By:   
Name: Traci Jovanovic  
Title: Vice President

WIRELESSCO, L.P.

By:   
Name: Traci Jovanovic  
Title: Vice President

APC PCS, LLC

By:   
Name: Traci Jovanovic  
Title: Vice President

PhillieCo, L.P.

By:   
Name: Traci Jovanovic  
Title: Vice President

ADDENDUM XVII  
TO  
SPRINT PCS MANAGEMENT AGREEMENT

**Manager:** Shenandoah Personal Communications, LLC

**Service Area:** 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 XVII dated as of April 11<sup>th</sup>, 2014, contains certain additional and supplemental terms and provisions to that certain Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum (or their predecessors in interest), which Management Agreement was initially amended by Addenda I-XVI (as so amended, the "**Management Agreement**"). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement. Except for express modifications made in this Addendum, the Management Agreement continues in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meanings ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

This Addendum is effective on the date written above (the "Effective Date").

On the Effective Date, the Management Agreement is modified as follows:

~~I. The last paragraph of Section 1.1 of the Management Agreement 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, 3.1.7, 3.8, 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), 3.2, 3.3, 3.4, 5.1.2, 3.5 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, the Prepaid Management Fee described in 10.2.7.3 of this Agreement, the LTE Fee described in Section 10.2.7.4 of this Agreement, the Command Center Fee described in Section 10.2.7.5 of this Agreement and the Net Service Fee, the Prepaid CPGA Fee, Prepaid CCPU Fees and LTE Data Core Services Fee~~

REPLACED  
BY §1  
OF  
ADDENDUM  
XVIII

~~described in the Services Agreement will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.~~

2. A new Section 3.8 is hereby inserted into the Management Agreement:

### 3.8 INSTALLMENT BILLING

**3.8.1. INSTALLMENT BILLING PROGRAM DESCRIPTION.** Sprint PCS or one of its Related Parties is implementing an installment billing program that allows customers to purchase certain designated handsets, devices, tablets and potentially accessories (collectively, "Installment Products") from Sprint PCS on an installment payment basis ("Installment Billing Program"). Sprint PCS will periodically notify Manager of the products that are designated as Installment Products. Under the Installment Billing Program, customers must pay the full Suggested Retail Price ("SRP") (or another price determined by Sprint PCS in its sole discretion) for Installment Products through monthly installment payments or a combination of a down payment and monthly installment payments. The customer must execute a separate contract (the "Retail Installment Contract") in addition to the service agreement. Additionally, after a specified number of consecutive monthly installment payments in accordance with the terms of the Installment Billing Program, customers have the option to give back their current Installment Product in good working order as described in Section 3.8.5.2 below (if there are installment payments remaining), and execute a new Retail Installment Contract to obtain a new Installment Product. Only certain Qualified Service Plans, and Installment Products, in certain locations, and specific customers meeting specific requirements will be eligible for the Installment Billing Program, as specified by Sprint PCS in its sole discretion and periodically provided by Sprint PCS. Qualified Service Plans are valid postpaid service plans for Sprint PCS services that are offered to customers at the time the customer elects the Installment Billing Program. Prepaid service offerings are not considered Qualified Service Plans.

### 3.8.2. COMPENSATION.

**3.8.2.1. Commissions.** Neither Manager nor its distributors are entitled to any commissions or other compensation from Sprint PCS or the customer relating to the Retail Installment Contract except for the Installment Product compensation payable below.

**3.8.2.2. Installment Product Compensation. Manager Inventory, Product Title Transfer.** Manager and its distributors may fulfill Installment Products purchased by customers under the Installment Billing Program from products owned by Manager from Manager's inventory. Manager acknowledges that for an Installment Product provided to a customer executing a Retail Installment Billing Contract that is purchased from a Manager owned facility or from one of Manager's distributors, title and ownership of the Installment Product will transfer to the Sprint PCS designated Related Party immediately prior to the execution of the Retail Installment Billing Contract by the customer.

Upon transfer of title and ownership of the Product from Manager to such Sprint PCS Related Party, provided that Manager or its distributor enters the transaction into the Sprint PCS systems, has provided the Installment Product to the customer, and has obtained an executed Retail Installment Billing Contract and collected the applicable sales tax from the customer and any down payments required, Sprint PCS will pay to Manager an amount equal to the SRP for the Installment Product, less any down payment collected by Manager or its distributor (the "Net Purchase Price"). Sprint PCS will pay Manager within 31-60 days of the title and ownership transfer to Sprint PCS. If for any reason the Installment Billing transaction is not consummated between the Sprint PCS Related Party and the customer, no transfer of title and ownership of the Product will occur, and no Installment Product compensation is due from Sprint PCS to Manager.

- 3.8.3. PRICING / DOWN PAYMENT.** Sprint PCS will establish all terms related to the Installment Billing Program, including Installment Product installment billing pricing (for example SRP), down payment, finance terms (including length), and finance charge, if applicable. Manager may not alter the terms, or establish any additional terms related to the Installment Billing Program. If directed by Sprint PCS for applicable customers, Manager will collect a down payment established by Sprint PCS on certain Installment Products. Manager will retain the down payment, and the down payment will be applied against the amount Sprint PCS will reimburse Manager for under Section 3.8.2.2 above for the transfer of title and ownership of the Product.
- 3.8.4. SALES TAX AND SURCHARGES.** Because the sale of the Installment Product to the Sprint PCS customer under the Installment Billing Program is a sale of a Sprint PCS Related Party owned product, Manager must collect or cause its distributors to collect sales tax on the Sprint PCS Related Party's behalf for the sale of the Installment Product. Manager or its distributor will calculate the appropriate sales tax based upon the jurisdiction in which the transaction occurs, and will remit the sales tax within 30 days to Sprint PCS as directed by Sprint PCS. Manager and its distributors will comply with all processes and procedures established by Sprint PCS related to such remittance. In addition to any of its other rights under the Agreement, Sprint PCS may collect reimbursement from Manager for any under-collection of sales tax within the applicable statute of limitations, as extended within any taxing jurisdictions, plus any interest and penalty that Sprint PCS is obligated to pay as a result of such under-collection.

In certain jurisdictions, Sprint PCS may require Manager to collect surcharges. Sprint PCS will periodically notify Manager of such jurisdictions. Manager will collect or cause its distributors to collect the surcharges from the customer at the rate and in the manner as directed by Sprint PCS. In addition to any of its other rights under the Agreement, Sprint PCS may collect reimbursement from

Manager for any under-collection of such surcharges within the applicable statute of limitations, as extended, plus any interest and penalty that Sprint PCS is obligated to pay as a result of such under-collection.

**3.8.5. RETAIL INSTALLMENT BILLING CONTRACTS.** The Retail Installment Billing Contracts to be executed by customers will vary between jurisdictions. Manager will ensure that Manager's Facilities utilize the appropriate Retail Installment Billing Contracts supplied by Sprint PCS in the jurisdiction where such Facility is located, as directed by Sprint PCS. Manager must return executed Retail Installment Billing Contracts to Sprint PCS, as directed by Sprint PCS. If Manager fails to return the correct executed Retail Installment Billing Contract to Sprint PCS, in addition to any other remedies under the Agreement, Sprint PCS will not be required to reimburse Manager for the Installment Product price.

**3.8.5.1. Ineligible Plans/ Ineligible Products.** Only certain Services Plans are available for the Installment Billing Program, and only Installment Products are eligible for the Installment Billing Program. Manager must ensure that customers are activated on the proper Service Plans, and utilize only eligible Installment Products. If Manager activates a customer on an ineligible Service Plan or ineligible product, in addition to any other remedies under the Agreement, Sprint PCS will not be required to reimburse Manager for the product price.

**3.8.5.2. Qualified Installment Billing Handset Upgrades.** For a customer to upgrade their current handset under the Installment Billing Program, in addition to customer's meeting all eligibility requirements for a Qualified Installment Billing Handset Upgrade, customers who have remaining payments on their Retail Installment Billing Contracts will be required to Give Back their current handset to the Manager (the "Give Back Handset"), and execute a new Retail Installment Billing Contract. Manager will ensure that only upgrade eligible customers execute Retail Installment Billing Contracts. Manager will ensure that the Give Back Handset must power on and have no broken, cracked or missing pieces, and comply with any additional requirements on the handset established by Sprint PCS from time to time. Manager must return that handset to Sprint PCS as specified in Section 3.8.6 below.

**3.8.6. RETURNS / EXCHANGES / GIVE BACK.**

**3.8.6.1. Returns.** If a customer returns an Installment Product under the Installment Billing Program to Manager within 14 days of Service Activation as part of the current version of Sprint PCS's Satisfaction Guarantee or if a customer returns a defective Installment Product to Manager within 14 days of Service Activation, Manager must return that Installment Product to Sprint PCS in accordance with Sprint PCS's then current returns process, subject to any additional processes as directed by Sprint PCS. During the return process, title and

ownership of the Installment Product will be as follows. When the customer returns the Installment Product to Manager or its distributor, title and ownership of the Installment Product will first pass back to the designated Sprint PCS Related Party. Sprint PCS will then charge Manager the Net Purchase Price for the Installment Product and title and ownership of the Installment Product will pass to Manager.

**3.8.6.2. Exchanges.** If a customer exchanges an Installment Product under the Installment Billing Program with Manager within 14 days of Service Activation as part of the current version of Sprint PCS's Satisfaction Guarantee, Manager must return that Installment Product to Sprint PCS in accordance with Sprint PCS' then current returns process, subject to any additional processes as directed by Sprint PCS. During the exchange process, title and ownership of the Installment Product will be as follows. When the customer returns the Installment Product that they are exchanging to Manager, title and ownership of the Installment Product will first pass to Sprint PCS. Sprint PCS will then charge Manager the Net Purchase Price for the Product and title and ownership of the Installment Product will pass to Manager. When Manager returns the Installment Product to Sprint PCS, Sprint PCS will repay Manager the Net Purchase Price for the Installment Product and title and ownership of the Product will pass back to the designated Sprint PCS Related Party. For the new Installment Product purchased by the customer as part of the exchange, Manager must ensure that the customer executes a new Retail Installment Billing Contract for the new Installment Product. In the cases where due to exchanges of Installment Products, Sprint PCS has charges for the Net Purchase Price of Installment Products due from Manager, and payment due to Manager for the Net Purchase Price of separate Installment Products, Sprint PCS may net out the payments.

**3.8.6.3. Give Back.** When Manager receives a Give Back handset (as defined in Section 3.8.5.2 above) as part of a Qualified Installment Billing Handset Upgrade, Manager must return that Give Back Handset to Sprint PCS. A Qualified Installment Billing Handset Upgrade means the activation of an Installment Product (provided the customer's existing handset had been active on the line of service for more than 14 continuous days prior to the upgrade transaction) for an existing customer to replace their existing handset in accordance with Sprint's current customer-facing Handset Upgrade Program, posted on either Sprint's intranet site for Manager owned stores using RMS or on the Sprint Indirect Website. Manager will utilize Sprint PCS' then existing returns process, subject to any additional processes as directed by Sprint PCS. Title and ownership of the Give Back Handset will pass to the designated Sprint PCS Related Party when customer provides the Give Back Handset to Manager. If Manager fails to return the Give Back Handset to Sprint PCS, Manager will be charged

a fee that approximates the value of the Give Back Handset, as reasonably determined by Sprint PCS.

- 3.8.7. ELIGIBLE LOCATIONS / SPECIFIC REQUIREMENTS.** The Installment Billing Program will only be available in certain jurisdictions, as approved by Sprint PCS in its sole and absolute discretion. Sprint PCS will provide Manager with the approved jurisdictions. Sprint PCS may withdraw the program from certain jurisdictions from time to time. Manager will ensure that the Installment Billing Program is offered only in approved jurisdictions, and will ensure that facilities in non-approved jurisdictions will not make available the Installment Billing Program. Additionally, certain requirements may apply only to certain jurisdictions (for example, limits on the number of installment transactions per customer per day), and Manager will comply and cause its distributors to comply with all such requirements as directed by Sprint PCS. If Manager or its distributors sells in unapproved jurisdictions or fail to comply with jurisdictional requirements, in addition to any other remedies under the Agreement, Sprint PCS will not be obligated to reimburse Manager for the Product price.
- 3.8.8. SPRINT PCS INDIRECT WEBSITE / TRAINING.** Policies, processes and procedures related to Manager's participation in the Installment Billing Program will be posted either on Sprint PCS' internal on Sprint's intranet site for Manager owned stores using RMS or on the Sprint Indirect Website. As described in the Agreement, Manager and its distributors are responsible for checking Sprint's intranet site and the Sprint Indirect Website for new and updated policies, processes and procedures, and must ensure that Manager, its distributors and their employees, subcontractors, agents and subagents comply with such policies, processes and procedures. Additionally, Manager and its distributors must participate in all training required by Sprint PCS related to the Installment Billing Program.
- 3.8.9. MODIFICATIONS.** Sprint PCS may change or withdraw the Installment Billing Program at any time, effective immediately upon notice by Sprint PCS. Manager agrees to participate in the Installment Billing Program in accordance with the terms of this Section 3.8, including any changes implemented by Sprint PCS. Manager's continued performance after a change to the Installment Billing Program goes into effect constitutes acceptance of that change.
- 3.8.10. TRUTH IN LENDING ACT.** Manager hereby acknowledges and agrees that for the purposes of Section 16.1 of the Management Agreement, "applicable law" specifically includes the Truth in Lending Act.
3. The first sentence of the second paragraph of Section 10.2 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) during the calendar month for which the fees and payments are being calculated (**the “Billed Month”**) for Sprint PCS Products and Services (including Network Vision Products and Services, but excluding Prepaid Network Vision Products and Services) related to all customer accounts assigned to the Service Area except (i) Outbound Roaming Fees, (ii) amounts handled separately in this Section 10 (including the amounts in Section 10.2.3 through 10.2.7, 10.4 and 10.8), (iii) amounts collected from customers and paid to governmental or regulatory authorities (e.g. customer Taxes and USF Charges); and (iv) other amounts identified in this agreement as not included in Billed Revenue (these amounts being **“Manager Accounts”**). Prepaid Revenue (including revenue associated with Prepaid Migrated Accounts and Prepaid Network Vision Products and Services), Command Center Revenue and payments from customers under the Installment Billing Program described in Section 3.8 of this Agreement are not included in Billed Revenue.

4. The first sentence of Section 10.3.2.2 of the Management Agreement is deleted and replaced with the following:

The reductions of amounts billed to Manager Accounts related to the sale of handsets and handset accessories from Sprint PCS inventory (including PowerSource Phones, 3G/4G Products and Services and related accessories, but excluding any payments from customers under the Installment Billing Program described in Section 3.8) are referred to as **“Customer Equipment Credits.”**

5. Amounts payable to Sprint under the Installment Billing Program described in Section 3.8 are “100% Sprint PCS Retained Amounts” to which Sprint PCS is entitled to 100% of the amounts that customers are billed for such items. Exhibit 10.3 is hereby revised to include such amounts as a “100% Sprint PCS Retained Amount.”
6. Section 10.3.2.5 of the Management Agreement is deleted in its entirety and replaced with the following:

**10.3.2.5 Customer Equipment Charges.** The amount that Sprint PCS bills to Manager Accounts for subscriber equipment and accessories sold or leased (including PowerSource Phones, 3G/4G Products and Services and related accessories, excluding, however any payments from customers under the Installment Billing Program described in Section 3.8) are referred to as **“Customer Equipment Charges.”**

7. **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.

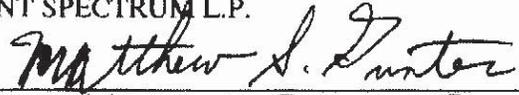
8. **REAFFIRMATION OF SPRINT AGREEMENTS.** Each of the undersigned reaffirms in their entirety, together with their respective rights and obligations thereunder, the Management Agreement, the Services Agreement, the Trademark and Service Mark License Agreements, and the Schedule of Definitions (as defined in the Management Agreement).
9. **COUNTERPARTS.** This Addendum may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

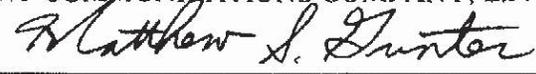
SHENANDOAH PERSONAL  
COMMUNICATIONS, LLC

By:   
Name: Christopher E. French  
Title: President

SPRINT SPECTRUM L.P.

By:   
Name: MATTHEW S. GUNTER  
Title: VP NATIONAL CHANNELS

SPRINT COMMUNICATIONS COMPANY, L.P.

By:   
Name: MATTHEW S. GUNTER  
Title: VP NATIONAL CHANNELS

WIRELESSCO, L.P.

By: Matthew S. Gunter  
Name: MATTHEW S. GUNTER  
Title: VP NATIONAL CHANNELS

APC PCS, LLC

By: Matthew S. Gunter  
Name: MATTHEW S. GUNTER  
Title: VP NATIONAL CHANNELS

PhillieCo, L.P.

By: Matthew S. Gunter  
Name: MATTHEW S. GUNTER  
Title: VP NATIONAL CHANNELS

**REDACTED – FOR PUBLIC INSPECTION**

The following documents are responsive to Commission's General Information Request  
Question 4.

Custodian: Richard Baughman, Willy Pirtle

**REDACTED - FOR PUBLIC INSPECTION**

**REDACTED**

Documents assigned bates numbers  
SHENTEL-FCC-01-04-000939  
through SHENTEL-FCC-01-04-001021  
have been redacted as Highly Confidential and Confidential Information

# FAQs about Wi-Fi Calling

---

Last Updated: Oct 21, 2015

## What is Wi-Fi Calling?

Wi-Fi Calling is a service for Android and iOS smartphones that gives you the ability to make and receive phone calls over a Wi-Fi connection. Wi-Fi calling is a free service when calling to a US, US Virgin Islands or Puerto Rico number. International rates still apply for international numbers. It's easy to use, and all of your domestic calling are at no extra charge.

## What phones support Wi-Fi Calling?

**Android Devices:** To check if your device supports Wi-Fi Calling, go to **Settings** to look for the **Wi-Fi Calling** option. Wi-Fi Calling is also listed on the **Key Features** tab of the phone details page.

**iOS Devices:** Wi-Fi Calling is only available on iPhone 5c, 5s, 6, 6 Plus, 6s and 6s Plus models. It requires iOS version 8.3 and the Carrier Version 19.1 or higher. To update to iOS 8.3, go to **Settings > General > Software Update**. To update the Carrier Version go to **Settings > General > About** which will trigger the update. Complete this step after the 8.3 Upgrade. iOS Devices also support the ability to do Wi-Fi Calling on select devices that support iCloud accounts. For more information see [FAQs about Wi-Fi Calling on iCloud Devices](#).

## How do I activate/setup Wi-Fi Calling?

To activate Wi-Fi Calling, click [here](#), then find your device. View the Wi-Fi Calling tutorial under the **Calls** dropdown.

## How can I tell if a call is utilizing Wi-Fi Calling?

**Android:** Wi-Fi Calling provides different indicators to show that it is operational. The phone's notification bar will show the Wi-Fi Calling icon when connected and the service is ready to use.

For devices updated with new software in 2015 and devices launching in 2015, a new persistent icon was added to provide a quick check of the Wi-Fi Calling status. The icon has the slash through it when the service is not ready. This could be the result of several different reasons such as enabling the Wi-Fi Calling service, not connected to Wi-Fi, or connected Wi-Fi network is not enabled in the Wi-Fi Calling Settings. The slash is removed when the service is ready to use.

**iOS:** The Notification Bar will display "Sprint Wi-Fi" when Wi-Fi Calling is ready to be used.

## Does Wi-Fi Calling Support Messaging (SMS & MMS)?

For Android devices, messaging is supported in Wi-Fi Calling mode even if there is not any coverage from the Nationwide Sprint Network.

For iOS devices, messaging is still handled by the Nationwide Sprint Network. If you do not have coverage then messaging services are not supported. This functionality is expected to be supported over Wi-Fi in the future. iMessage on iOS is supported over Wi-Fi.

## What is the advantage of Wi-Fi Calling?

Wi-Fi Calling enhances coverage in buildings and other locations. You can call or message from anywhere you have a Wi-Fi connection at no extra charge. Because you're calling and texting\* over a Wi-Fi network, your activity won't count against any minute, text\*, or data limits on your Sprint plan.

\*Android Devices Only; iOS Devices currently use the Nationwide Sprint Network or US Roaming Partners for texting services (SMS/MMS) iMessage on iOS is supported over Wi-Fi.

## Does Wi-Fi Calling go against a customer's minutes if they don't have an unlimited calling plan?

Because you're communicating over a Wi-Fi network, your activity won't count against any minute, text or data limits on your plan. It's easy to use, and all of your domestic calling and messaging are at no extra charge.

## Are all features and options available with Wi-Fi Calling like I have on Sprint's cellular service?

Please see below for which services and features are not supported with Wi-Fi Calling.

### Android Devices:

- Wireless Emergency Alerts
- Premium Caller ID
- Sprint Direct Connect

### iOS Devices:

Wi-Fi Calling on iOS has several incompatible features. When opting-in for the service, the device will no longer be able to utilize these features.

Only the following Abbreviated Dialing Codes (ADCs) are supported over a Wi-Fi Call for iOS. Dialing another ADC (\*55 for example) will result in a message stating the call cannot be completed over Wi-Fi. This call will need to be placed after the Wi-Fi Calling feature is turned Off.

- 211: Community Resources
- 311: Non-Emergency Services
- 411: Directory Assistance
- 511: Traffic Information
- 611: Sprint Customer Care
- 711: TDD Relay for Deaf and Hard of Hearing
- 811: Call Before You Dig Services
- 9-1-1: Emergency Services
- \*2: Sprint Customer Care
- \*3: Sprint Pay by Phone option
- \*4: Sprint Wireless Account Information
- \*5: Sprint Wireless Account Information in Spanish

**Network Services Not Supported:**

- Messaging (SMS & MMS) in a Wi-Fi only area (No cellular coverage provided by the Sprint Nationwide Network)
- Wireless Emergency Alerts in a Wi-Fi only area (No cellular coverage provided by the Sprint Nationwide Network)
- Premium Caller ID
- Wireless Priority Services (WPS)
- Government Emergency Telecommunications Service (GETS)

**Account Controls from [sprint.com](http://sprint.com)**

All voice account controls will not be functional when using this service including the following:

- Block inbound Voice
- Block outbound Voice
- Block inbound/outbound Voice
- Allow list and block list for specific numbers

**Incompatible Services that will be de-provisioned when signing-up for Wi-Fi Calling on iOS:**

- RingBack Tones
- StarStar Me
- Google Voice
- Integrated Office (IO) Business Service
- Sprint Mobile integration (SMI) Business Service
- Wireless Mobile Integration (WMI) Business Service

**Am I able to make calls from international locations with Wi-Fi Calling?**

Wi-Fi Calling supports calling from 200+ countries / territories. Wi-Fi Calling is not supported in select countries including: Australia, China, Cuba, North Korea, India, Iran, Singapore, Sudan and Syria. Sprint Subscribers are not authorized to use the service in countries where Wi-Fi Calling is prohibited by law. Use of VPNs to avoid international calling restrictions is a breach of terms and conditions and is not supported.

Please ensure the latest software is installed on the device to support using Wi-Fi Calling from an international location. The following Android devices do not support the ability to use the service from an international location: HTC One Max, Sharp Aquos, HTC Desire 510 and Kyocera Hydro Vibe.

**Does Wi-Fi Calling work while the device is in Airplane Mode?**

**Android Devices:** Wi-Fi Calling is not currently available in Airplane Mode.

**iOS Devices:** Wi-Fi Calling is available in Airplane Mode.

**What does Wi-Fi Calling cost?**

Wi-Fi Calling is a free service when calling or messaging to a US, US Virgin Islands or Puerto Rico number. See the following table for a summary of call types:

<b>Call / Messaging Type</b>	<b>Charges</b>	<b>Utilize monthly plan minutes</b>
Calls from, to and between US, US Virgin Islands, and Puerto Rico numbers.	\$0	None
Calls made from the US, US Virgin Islands and Puerto Rico to international numbers.	Subject to CDMA international calling plan rates.	Varies by CDMA international calling plan.
Calls from international locations to the US, US Virgin Island and Puerto Rico numbers.	\$0	None
Calls from international locations to international numbers.	Subject to CDMA international calling plan rates. (No roaming charges)	Varies by CDMA international calling plan.

**Notes:**

- To view international calling rates, visit [sprint.com/international](http://sprint.com/international)
- You must disable Data Roaming when traveling internationally to avoid incurring data roaming charges.

**Do emergency services work with Wi-Fi Calling?**

US / Puerto Rico / US Virgin Islands: 9-1-1 service through Wi-Fi Calling may not be available or may be limited compared to traditional 9-1-1 service due to circumstances including, but not limited to, relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information and/or other technical problems. A 9-1-1 call may first attempt to route over a wireless carrier network. If a 9-1-1 call doesn't route over a wireless carrier network within approximately 20 seconds, a 9-1-1 call may then attempt to route over Wi-Fi Calling. Always be prepared to provide your precise location information to emergency service personnel and to contact emergency services by alternate means.

Other Non-Cellular Devices: Sprint's Wi-Fi Calling service can also be used with certain other non-cellular or Companion devices. Not all devices connect to a cellular network and therefore cannot attempt a 9-1-1 call over a cellular network. On such devices, a 9-1-1 call may attempt to route over Wi-Fi Calling.

International locations: While emergency calling is not supported over Wi-Fi outside of the domestic United States. However, your wireless device may be able to connect to local emergency responders abroad over a local wireless carrier network utilizing GSM or CDMA by dialing the appropriate abbreviated dialing code in that area, such as 1-1-2. If you attempt such a call, Wi-Fi Calling will be discontinued while your wireless device attempts to connect to a local wireless carrier network to route your emergency call.

[View the Wi-Fi Calling 9-1-1 Service Limitations](#)

[Print E-9-1-1 stickers for your Wi-Fi Calling-enabled devices](#)

**Will Wi-Fi Calling support in-call handover between Wi-Fi and wireless networks?**

Active calls do not switch from Wi-Fi to cellular. If you go outside of your Wi-Fi coverage area, the call will end. Active calls also do not switch from cellular to Wi-Fi.

**Are there any minimum requirements for my network to support Wi-Fi Calling?**

You must provide your own Wi-Fi connection. It may be private or public. It is recommended to use a Wi-Fi Router that supports the 802.11n standard. These routers typically provide better data throughput than older 802.11 b or g routers.

These routers also feature the ability to automatically select the Wi-Fi channel to avoid interference with other neighboring Wi-Fi signals. Minimum throughput for a quality signal is 1Mbps.

#### **Why is my call quality poor or inconsistent?**

Wi-Fi calling requires a strong Wi-Fi connection for the best possible call quality. If you are experiencing poor or inconsistent call quality, ensure you have a strong Wi-Fi signal. If necessary, move to a location closer to the router with better signal.

The number of users on a network can affect call quality. A network with many users, such as a public Wi-Fi hotspot, may cause call quality issues even if the network signal is strong.

#### **When I place a call on my iPhone why does the “Sprint Wi-Fi” indicator disappear?**

When in Wi-Fi Calling mode and the “Sprint Wi-Fi” appears, the call will first be attempted over Wi-Fi. If the device determines the current conditions of the Wi-Fi network will not adequately support the call then it will be placed over the cellular network.

#### **Why is my Registered Location information or address entry not accepted?**

Wi-Fi Calling requires a valid registered location to be entered prior to the service being used. Please see the section below that applies to your device.

Android Device with software from 2014:

Registered location information must be provided when enabling a Wi-Fi network. The registered location information can be populated either by activating the Locate Me option or manually providing the address. Upon entering or updating the registered location information, it will be verified against an address verification database. In some instances you may receive an Invalid Location error message.

- Validate the information is correctly entered and that items such as City, State, and Zip are correct for the location.
- Check to see that your address utilizes a 2 digit state code and is not using any accent characters. After manually removing any accent characters or adjusting the state code, re-save the address.
- In some instances, the address may still fail due to the location information not being recognized by the address validation software.
- If the message is received after inputting an international address, your phone likely does not support international Wi-Fi Calling.

#### **Android Device with software from 2015:**

The software updates in 2015 changed the interface to not require the user to manually enter registered location information for each Wi-Fi network. The registered location information is determined automatically with Google's Location Services. If the current location cannot be determined then the default registered location information will be used. The default location is the original location established on the device.

The registered location information can always be manually updated in the Wi-Fi Calling Settings. Upon entering or updating the registered location information, it will be verified against an address verification database. In some instances you may receive an Invalid Location error message.

- Validate the information is correctly entered and that items such as City, State, and Zip are correct for the location.
- Check to see that your address utilizes a 2 digit state code and is not using any accent characters. After manually removing any accent characters or adjusting the state code, re-save the address.
- In some instances, the address may still fail due to the location information not being recognized by the address validation software.

#### **iOS Devices and iCloud Wi-Fi Calling devices:**

Wi-Fi Calling on iOS devices requires only a single registered location to be entered. This location information will be used for all Wi-Fi networks that are used for the service. The registered location information can always be manually updated in the Wi-Fi Calling Settings. Upon entering or updating the registered location information, it will be verified against an address verification database. The user will be prompted to correct any errors that do not match with information in the database.

### **When do I need to update my location information?**

You should verify and update the Registered Location information regularly and when accessing a Wi-Fi network with the same name (SSID) that may exist in multiple locations. Registered Location information is not automatically updated for a location with the same network name. For iOS devices, only a single Registered Location is saved and you must manually update as needed. For iCloud Wi-Fi Calling, each device may set a unique address.

### **Why does my phone not connect to an enabled Wi-Fi network?**

A couple of root causes may be:

- If the Wi-Fi network is a captive portal, you may have to re-sign (username / password) into the network depending on the Wi-Fi provider's policy.
- Wi-Fi Calling checks for an adequate signal strength before initiating the automatic connection. Move to an area where the signal strength is stronger.
- If you have attempted or completed an international emergency service call, Wi-Fi calling will not automatically attempt to re-connect to the Wi-Fi network. The easiest way to initiate the re-connect is to turn off Wi-Fi Calling within the device's settings and turn it back on.

### **Why are outbound calls over Wi-Fi Calling not available in some areas?**

#### **Android Devices:**

Generally, most services are available in Nationwide Sprint Network coverage areas.

Outbound calls over Wi-Fi Calling may not be available outside Nationwide Sprint Network coverage areas, but inbound calls and other messaging services may still be available.

### **I received an SMS message about the Wi-Fi Calling Mapping feature.**

Android devices only.

In order to provide the most stable version of the Wi-Fi Calling service, we recommend updating the phone software to the latest version. Select software versions on some devices contain a mapping feature that will be removed after April 23, 2015 if the user doesn't update the software.

To check for new software:

1. Go to **Settings**
2. **More** Tab
3. **System Update**
4. Select either **Update Now** or **Update Samsung Software**.

Note: Some devices will receive the latest software which provides a new interface in which the map function is removed completely.

### **What else do I need to know?**

Here are some quick facts to help you out.

#### **Android Devices:**

- This service will only function over approved on select Android devices.
- Once a Wi-Fi network is enabled for Wi-Fi Calling, the service will automatically connect to that network when the device enters the network's signal range.
- Leaving the Wi-Fi signal range will trigger an automatic disconnect to from the Wi-Fi network and the handset will switch back to CDMA. No user intervention required.
- Wi-Fi Calling cannot be used if your phone's Hotspot feature is active.

#### **iOS Devices:**

Wi-Fi Calling is only available on iPhone 5c, 5s, 6, 6 Plus, 6s and 6s Plus models. It requires iOS version 8.3 and the Carrier Version 19.1. To update to iOS 8.3, go to **Settings > General > Software Update**. To update the Carrier Version go to **Settings > General > About** which will trigger the update. Complete this step after the 8.3 Upgrade. When Wi-Fi Calling is active, all Wi-Fi networks will be used for the service. The device will determine if the Wi-Fi connection is good enough to support voice service. If it is, the device will automatically switch to Wi-Fi Calling mode.

Messaging services are still handled by the Nationwide Sprint Network. If you do not have coverage then messaging services are not supported. This functionality is expected to be supported over Wi-Fi in the future.

Wi-Fi Calling does not support the iOS & OSX feature of Continuity. Wi-Fi Calling will need to be turned off to use this feature.