



Exhibit No.	Description
99.1	Amendment No. 1 dated December 16, 2005 to the Forbearance Agreement, dated August 9, 2005, among Sprint Corporation, Sprint Spectrum L.P., Wireless Co L.P., Sprint Communications Company L.P., Sprint Telephony PCS, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint PCS License, L.L.C., and Shenandoah Personal Communications Company.

Forward-Looking Statements

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995. A number of the matters and subject areas discussed in this report that are not historical or current facts deal with potential future circumstances and developments, including without limitation, any changes to the Company's relationship with Sprint Nextel. The discussion of such matters and subject areas is qualified by the inherent risks and uncertainties surrounding future expectations generally, and also may materially differ from the Company's actual future experience involving any one or more of such matters and subject areas. Such risks and uncertainties include without limitation: the importance of the Company's affiliation with Sprint Nextel; the potential impact of the Sprint Nextel merger on the Company's affiliation with Sprint Nextel as well as Sprint Nextel's competitiveness in the wireless industry; the outcome of any other PCS affiliate of Sprint Nextel's litigation with Sprint Nextel concerning the Sprint Nextel merger; changes in Sprint Nextel's affiliation strategy as a result of the Sprint Nextel merger or any other merger involving Sprint Nextel; and those additional factors that are described from time to time in the Company's reports filed with the Securities and Exchange Commission, including the Company's annual report on Form 10-K for the year ended December 31, 2004 and their subsequent quarterly filing on Form 10-Q. This report speaks only as of its date, and the Company disclaims any duty to update the information herein.

SIGNATURES

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

SHENANDOAH TELECOMMUNICATIONS COMPANY  
(Registrant)

December 19, 2005      /S/ Earle A. MacKenzie  
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Earle A. MacKenzie  
Executive Vice President and  
Chief Financial Officer

AMENDMENT NO. 1  
TO  
SPRINT/SHENANDOAH FORBEARANCE AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment"), dated as of December 16, 2005, to the SPRINT/SHENANDOAH FOREBEARANCE AGREEMENT (the "Forbearance Agreement"), dated as of August 9, 2005, by an among SPRINT CORPORATION, SPRINT SPECTRUM L.P., WIRELESSCO L.P., SPRINT COMMUNICATIONS COMPANY L.P., SPRINT TELEPHONY PCS, L.P., APC PCS, LLC, PHILLIECO, L.P. AND SPRINT PCS LICENSE, L.L.C. (collectively, "Sprint"); and SHENANDOAH PERSONAL COMMUNICATIONS COMPANY (the "Affiliate"). Capitalized terms used but not defined in this Amendment have the meanings assigned to them in the Forbearance Agreement.

RECITALS

A. The parties have previously executed the Forbearance Agreement.

B. The parties desire to amend the Forbearance Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment, the parties agree as follows:

1. Amendment. Section 4.1 of the Forbearance Agreement is superseded and replaced in its entirety with the following:

Section 4.1 Term. Unless earlier terminated pursuant to Section 2.10(a), 2.10(d) or Section 4.2, this Agreement will terminate on February 15, 2006.

2. Full Force and Effect. Except as expressly amended by this Amendment, the Forbearance Agreement remains in full force and effect.

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

SPRINT NEXTEL CORPORATION

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

WIRELESSCO L.P.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

SPRINT COMMUNICATIONS COMPANY L.P.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

SPRINT TELEPHONY PCS, L.P.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

SPRINT SPECTRUM L.P.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

APC PCS, LLC

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

PHILLIECO, L.P.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

SPRINT PCS LICENSE, L.L.C.

By: /s/ Charles Wunsch

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Name: Charles Wunsch  
Title: Vice President

SHENANDOAH PERSONAL  
COMMUNICATIONS COMPANY

By: /s/ Christopher E. French

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Name: Christopher E. French  
Title: President