

Item 1.01 Entry into a Material Definitive Agreement.

On April 29, 2011 Shenandoah Telecommunications Company (the “Company”) entered into the Second Amendment (the “Amendment”) to the Credit Agreement dated July 30, 2010 (as amended) related to its existing \$190 million term loan A (the “Term Loan A”). The Amendment provides for a repricing of the Term Loan A to bear interest at 3.00% (the “Applicable Margin”) above LIBOR based upon the Company’s Total Leverage Ratio (as defined in the Credit Agreement). The previous Applicable Margin was 3.50%. The interest rate for Base Rate loans and the commitment fee for unused balances are also decreased as set forth in the Amendment.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.47 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.47 Second Amendment to the Credit Agreement dated as of July 30, 2010, among Shenandoah Telecommunications Company, CoBank, ACB, Branch Banking and Trust Company, Wells Fargo Bank, N.A., and other Lenders

SIGNATURE

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)

April 29, 2011 /s/ Adele M. Skolits
Adele M. Skolits
Vice President - Finance and
Chief Financial Officer
(Duly Authorized Officer)