

EXHIBIT 2

Transiting Transport Agreement

This Transiting Transport Agreement (the "Agreement") is entered into by and between the entities listed on the signature page of this Agreement, each having an office and principal place of business at _____ ("CMRS Provider") and Kennebec Telephone Company (Carrier) with offices at 220 South Main Street Kennebec, SD 57544. CMRS Provider and Carrier are each individually a "Party" and are together the "Parties" to this Agreement.

WHEREAS, CMRS Provider is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service provider. Carrier is a Local Exchange Carrier holding a certificate of authority to provide telecommunications services in the State of South Dakota.

WHEREAS, a separate agreement is now in place between the Parties that covers direct and indirect interconnection.

WHEREAS, the previous agreement included language for compensation for transiting services and the new agreement, to be retroactively effective to January 01, 2003, requires a separate transiting agreement.

WHEREAS, this Agreement is intended to apply, in parallel with, and for the same time frame as the now separate agreement for direct and indirect interconnection.

WHEREAS, the Carrier provides transport services as a transiting carrier for CMRS Provider's delivered terminating traffic via Qwest that is destined for the Vivian Telephone Company exchanges that subtend the switch at Winner, South Dakota

WHEREAS, the Parties wish to establish a replacement formal arrangement that compensates Carrier for transporting this transiting traffic that is delivered by Qwest at Presho to the facility meet-point between Vivian Telephone Company and Carrier.

NOW, THEREFORE, in consideration of the provisions for compensation contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, CMRS and Carrier hereby agree as follows:

1. CMRS Provider agrees to compensate Carrier for transiting of CMRS Provider's Traffic that is delivered by Qwest to the Presho point of interconnect with Carrier and transported by Carrier to a meet point with Vivian Telephone Company south of Presho.
2. The compensation rate for transiting of all traffic is covered on Exhibit A attached to this Agreement. The Parties agree and understand that the rate for transporting the transiting traffic has not been determined based on a specific costing methodology but is based on mutually agreeable rates covered under this Agreement.

3. CMRS provider shall pay for all charges in accordance with the rates set forth in Appendix A of this agreement. Such payments are to be received within thirty (30) days from the receipt of the billing statement. Undisputed charges, not paid within the thirty (30) days from the receipt of the billing statement may be subject to a late charge at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The Party collecting revenues shall be responsible for reporting and remitting all applicable taxes associated therewith. If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within thirty (30) days of the receipt of the statement. The Parties shall diligently work toward resolution of all billing issues.

4. Except as otherwise expressly provided herein, this Agreement does not obligate either Party to provide arrangements or transport traffic not specifically provided for herein. Arrangements for direct or indirect interconnection, reciprocal compensation or transport and termination between the Parties are covered under a separate agreement.

5. The effective date of this Agreement shall be coincident with the agreement for direct and indirect interconnection between the Parties and shall have a retroactive application to January 01, 2003.

6. The Term of this Agreement shall be one (1) year from the effective date and shall continue in effect for consecutive one (1) year terms unless either Party gives the other Party prior written notice of termination at least 60 days prior to the end of the then current annual period.

7. Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the functions, products, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the functions, products, and services provided by the other Party, its agents, subcontractors, or others retained by such parties. Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

8. Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including without

limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. Nothing in this Section will be deemed to supersede or replace any other agreements, if any, between the Parties with respect to either party's intellectual property or contract rights.

9. NEITHER THE TELEPHONE COMPANY NOR THE CMRS PROVIDER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY THE TELEPHONE COMPANY'S OR THE CMRS PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

10. For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will not be deemed Confidential Information to the Discloser and subject to this Section 9, unless the confidentiality of the information is confirmed in writing by the Discloser prior to disclosure. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section. The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of

restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its discloser; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

11. No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

12. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders, or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order, or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order, or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders, or guidelines, either Party may seek arbitration before any regulatory authority with jurisdiction.

13. Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, one hundred (100) per cent owned affiliate, or subsidiary of that Party for the continued provisioning of the telecommunications service under this Agreement.

14. Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day

basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

15. THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR FACILITIES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

16. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

17. For all claims under this Agreement, that are based upon issues within the jurisdiction of the FCC or governed by federal law, the Parties agree that the remedies for such claims shall be governed by the FCC and the Act. For all claims under this agreement that are based upon issues within the jurisdiction of the Commission or governed by state law, the Parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Dakota without reference to conflict of law provisions.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed as of this _____ day of _____, 2004, by its duly authorized representative.

Western Wireless Corporation
"CMRS Provider"

By: _____
Its: _____

Kennebec Telephone Company
"Carrier"

By: _____
Its: _____

Exhibit A

TRANSIT TRAFFIC RATE:

\$0.0005 per MOU per route mile

(17.5 route miles = \$.00875 per MOU)

Meredith Moore

To: Meredith Moore
Subject: FW: WW MOU 2004
Attachments: Western Wireless 2004 MOU.xls

From: Darrell Gomarko [mailto:telec@alliancecom.net]
Sent: Tuesday, May 25, 2004 3:52 PM
To: Ron Williams - WWrls (E-mail)
Cc: Roger Beinlich (E-mail); Rod Bowar (E-mail)
Subject: FW: WW MOU 2004

Ron,

This is a spreadsheet that Kennebec Tel. forwarded to me at my request.

Call with any questions.

Darrell

-----Original Message-----

From: Roger Beinlich [mailto:rogerb@kennebectelephone.com]
Sent: Tuesday, May 25, 2004 3:45 PM
To: Darrell Gomarko
Subject: WW MOU 2004

Darrell,
Attached are the Jan - May 1, 2004 MOU for Western Wireless

Roger B

WESTERN WIRELESS - CXR ID # 5037
TERM CELLULAR MINUTES PER EXCHANGE

For Year 2004

TRAVELS THROUGH KENNEBEC TELEPHONE COMPANY FACILITIES

NOTE BILLING CYCLE 22ND THRU 21ST OF

EXCHANGE	1/1/2004	2/1/2004	3/1/2004	4/1/2004	5/1/2004	6/1/2004	7/1/2004	8/1/2004
473 - RLNC	43,225	50,912	43,996	48,878	44,265			
557 - CLRFLD	6,973	6,969	7,498	9,078	9,369			
654 - BNSTL	14,574	15,991	14,499	16,253	15,870			
669 - MURDO	46,348	52,092	44,373	49,181	45,417			
747 - RSBUD	8,635	11,544	11,432	16,411	16,528			
775 - BURKE	18,353	21,155	17,354	18,346	19,536			
835 - GRGRY	33,822	37,238	27,033	33,412	28,714			
842 - WNNR	139,656	159,583	127,376	140,067	127,057			
856 - MSSN	13,317	15,174	14,806	22,289	26,111			
879 - WTTN	8,503	10,484	9,318	9,258	8,323			
TOTAL	333,406	381,142	317,685	363,173	341,190	-	-	-

OF EACH MONTH
9/1/2004
