

Now, THEREFORE, the parties hereto, for themselves, their successors and assigns, in consideration of the mutual promises herein made, covenant and agree as follows, to wit:—

First. The first party agrees to build or maintain a telephone line or lines to the corporate limits of the . . . . . and thence upon the poles of second party, to its exchange or central office at . . . . . for the purposes herein specified.

Second. The second party hereby grants to said first party a license to use the top cross-arm of second party's poles within the corporate limits of said city or village of . . . . . upon which to string and maintain its toll line wires, which said second party hereby agrees to keep clear, free from obstructions, and in good working order, within the corporate limits of . . . . . and furnish such material as may be necessary for the repair thereof, at actual cost, to be paid by first party, and second party hereby grants a license to said first party to connect with the telephone exchange or system of second party through its switchboards, so that an interchange of business may at all times be carried on between said parties. Such connection to be completed on or before the . . . . .

It being understood and agreed that the lines of both parties hereto shall be so operated that service may be given from all lines owned, controlled or connected with, the lines of either of the parties hereto, over the lines of the other and its connections. And said parties agree not to enter into any contract with any other person, firm or corporation, whereby any of the rights, privileges or advantages herein acquired by either party, may be impaired, except as provided in paragraph (4) hereof.

Third. The apparatus used by second party in connection with the lines of first party, shall be of such character and efficiency as to afford facilities for first-class service at all times, and first party hereby reserves the right to refuse to receive or transmit messages from or to any connecting line or apparatus when service rendered thereby is not reasonably efficient.

Fourth. First party agrees to transmit all messages destined to points on the lines of second party not reached by its own system of wires, to and over the lines owned or controlled by said second party. It being further agreed and understood that where a point on the line of second party is also reached by another independent or opposition line or lines, said first party hereby agrees to distribute the business destined for such common point as equally as practicable between second party and such other independent or opposition line or lines, but said first party reserves the right to transmit all business destined to such common point over such line or lines as will enable first party to render the best service. And the second party in consideration of the benefits to be derived by it or him from the toll service herein provided to be furnished by first party, agrees to transmit all business to points not now reached by its or his own line or lines, over the lines of first party. The plan hereto attached