advance of any rental payment date, by notice given in accordance with this Agreement, provided however, the initial rental payment shall not be due until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in that event, LESSOR shall provide to LESSEE bank routing information for that purpose upon request of LESSEE.

- (b) For any party to whom rental payments are to be made, LESSOR, or any successor-in-interest of LESSOR, shall provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify LESSOR's, or any other party's, right to receive rental, as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments, as directed by LESSOR.
- (c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a onetime, non-refundable, lump-sum signing bonus of \$2,000.00, which shall be considered additional rent for the Premises and Easement Area (as defined in this Agreement) for the period from the Effective Date until October 1, 2023, which shall be paid within 90 days of the Effective Date. Additionally, LESSEE agrees that if the Commencement Date has not occurred on or prior to October 1, 2023, LESSEE shall pay LESSOR an additional one-time, non-refundable, lump sum signing bonus of \$2,000.00, which shall be considered additional rent for the Premises and Easement Area for a period beginning on October 1, 2023 until the Commencement Date, which shall be paid by January 1, 2024. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for any delay in installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.
- (d) The annual rental for each five (5) year extension term shall be increased by 10% of the annual rental paid for the immediately preceding five (5) year term.
- 5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 30 ft. wide right-of-way ("Easement Area"). The Easement Area is depicted on Exhibit B to this Agreement. LESSEE may use the Easement Area for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services. If necessary, LESSOR shall grant LESSEE, or the provider, the right to install the services on, through, over, and under an additional portion of the Property, provided the location of the services shall be as reasonably approved by LESSOR and depicted on Exhibit B to this Agreement. Notwithstanding anything to the contrary, the Premises shall include such additional space as is sufficient for LESSEE's radio frequency signage, and barricades, as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).
- 6. <u>CONDITION OF PREMISES</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, and clean and free of debris. LESSOR represents and warrants to LESSEE that as