

26. CONDEMNATION. If a condemnation of any portion of the Property, the Premises, or Easement Area impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises and/or Easement Area for losses related to LESSEE's communications equipment, relocation costs, and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act *and* laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and Easement Area and at LESSEE's sole cost and expense, comply with: all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and Easement Area; and all building codes requiring modifications to the Premises and Easement Area due to the improvements being made by LESSEE in the Premises and Easement Area. LESSOR shall comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a) LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR, based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's rights and interests in the Premises and Easement Area. Payment shall be made by LESSEE as required by law. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's interest in the Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in any appeal or challenge to taxes. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR shall promptly reimburse to LESSEE the amount of the reduction, credit, or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. Neither Party shall provide copies of this Agreement to any third party, without the prior written consent of the other Party, except as required by law, including the Georgia Open Records Act, currently codified at OCGA § 50-18-70, et seq. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.