

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is entered into as of the Effective Date by and between Leon County ("Lessor") and Embarq Florida, Inc. d/b/a Embarq, a Florida corporation, ("Lessee"), which is the successor-in-interest via merger to Central Telephone Company of Florida.

BACKGROUND:

- A. Lessor and Lessee entered into that certain Lease dated June 1, 1996 ("Agreement").
- B. Lessor and Lessee desire to amend certain terms of the Agreement.

In consideration of the mutual promises and benefits contained in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Lessor and Lessee, Lessor and Lessee amend the agreement as follows:

- 1. All references to Central Telephone Company of Florida, dba Sprint United Telephone – Florida and Central Telephone Company of Florida, dba Sprint Centel Florida are replaced with Embarq Florida, Inc. d/b/a Embarq.
- 2. The following Article 12 is added:

12. NOTICES

Whenever any notice, consent, approval, request, document, demand, authorization or notice of default is required or permitted under this agreement (collectively, "Notice"), the Notice must be in writing. All Notice must be delivered in person, or by United States certified mail, return receipt-requested, postage prepaid or by nationally recognized overnight courier service to the following addresses:

- a. If to Lessor:
Leon County, Florida
Management Services Director
301 S. Monroe St.
Tallahassee, FL 32301
- b. If to Lessee:
EMBARQ
Real Estate Transactions and Analysis
600 New Century Parkway
Mailstop KSNCAA0133-RETA
New Century KS 66031
Attention: Real Estate Notices, ARN #16297

And an additional copy of any default notification, which will not constitute "Notice," to:

Embarq Law Department
5454 West 110th Street
Mailstop: KSOPKJ 0701
Overland Park, KS 66211
Attention: Real Estate Attorney, ARN #16297

3. Except as amended by this First Amendment, all other terms and conditions of the Agreement remain and continue in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment will control.
4. This First Amendment is effective the date last signed by all parties ("Effective Date").

Lessor:

LEON COUNTY, FLORIDA

BY: _____
Parwez Alam, County Administrator

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

DATE: _____

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

Lessee:

EMBARQ FLORIDA, INC. d/b/a EMBARQ

By: _____
Printed Name: _____
Title: _____

DATE: _____