

AMENDMENT NO. 1 TO AGREEMENT OF SUBLEASE

This Amendment No. 1 ("Amendment") is attached to and made a part of that certain Agreement of Sublease dated October 1, 2000 (herein called the "Agreement") by and between ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY, AN AGENCY OF THE CITY OF ALAMEDA, a political subdivision of the State of California (herein called "Sublessor") and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, (herein called "Subtenant") whereby Sublessor leased to Subtenant and Subtenant leased from Sublessor the Leased Premises, as defined therein.

WHEREAS, Subtenant and Sublessor desire to amend the Agreement to extend the Term, modify the monthly Base Rent during the extension term and modify Subtenant's notice addresses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Pursuant to the terms and conditions of Section 2 of the Agreement entitled "Term", Sublessor and Subtenant mutually agree to extend the term of the Sublease for an additional seven (7) years on the same terms and conditions set forth in the Agreement commencing on October 1, 2007 and ending on September 30, 2014. The mutually agreed upon Base Rent during the seven (7) year extension term is set forth in Section 3.1 of the Agreement entitled "Base Rent".

2. **Base Rent.** Section 3.1 of the Agreement entitled "Base Rent" is hereby amended to add the following:

Subtenant shall pay to Sublessor as Base Rent the rent shown in the following table during the extended term of the Agreement commencing on October 1, 2007:

YEAR	RENT
8	\$2267.00/Month
9	Above + 3% annual escalation
10	Above + 3% annual escalation
11	Above + 3% annual escalation
12	Above + 3% annual escalation
13	Above + 3% annual escalation
14	Above + 3% annual escalation

3. **Notices.** The terms of Section 19.1 of the Agreement entitled are hereby deleted in their entirety and replaced with the following:

If for Subtenant, addressed to Subtenant at:

Sprint Nextel Property/Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:

Sprint Nextel Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-Z2020
Attn: Real Estate Attorney

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the ____ day of _____, 2008.

SUBLESSOR:

**ALAMEDA REUSE AND REDEVELOPMENT
AUTHORITY, AN AGENCY OF THE CITY OF
ALAMEDA**, a political subdivision of the State of
California

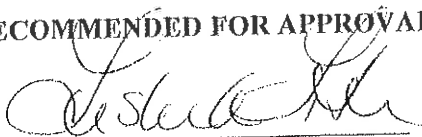
By



Debra Kurita
Executive Director

LICENSOR:

RECOMMENDED FOR APPROVAL:



Leslie Little
Development Services Director

Approved as to form:



Donna Mooney
Senior Assistant ARRA Counsel

Sprint



Together with NEXTEL

Sprint Nextel

12657 Alcosta Boulevard, Suite 300
San Ramon, CA 94583
Fax: (925) 904-4059

July 2, 2007

Alameda Reuse And Redevelopment Authority
c/o PM Realty Group
Attn: Mike Hampton
950 W. Mall Square, Room 239
Alameda, CA 94501

RE: Agreement Renewal

Nextel Site Reference: CA2129-A-Alameda Point
Landlord Site Reference: Naval Station
Property Address: West Midway Ave. / Pan Am Way, Alameda, CA 94501 Parcel # 074-0890-001

Dear Mr. Hampton:

Pursuant to Paragraph 2.3 of the Agreement of Sublease [the Agreement], dated Sunday, October 1, 2000, between Alameda Reuse And Redevelopment Authority, a joint powers authority established by the City of Alameda and the City Improvement Commission under the California joint exercise of powers act, as Sublessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, as Subtenant ; Nextel hereby provides courtesy notice that Nextel is exercising its right to negotiate a seven (7) year extension to the sublease for the Leased Premises. You will be contacted shortly by a representative of Sprint Nextel regarding the negotiation of the new term and new rental amount.

Please feel free to contact me regarding any issues concerning the Agreement. You may reach me by phone at (925)904-3937 or via email at lisa.hickson@sprint.com. When communicating with our office, please refer to the Nextel site reference number (CA2129-A-Alameda Point).

Thank you for your cooperation and assistance.

Sincerely,
Sprint Nextel Corporation


Lisa Hickson
Nor Cal Real Estate Manager

cc: Site File

