EXHIBIT N

Properties To Be Conveyed From the Navy To The City Of Vallejo
(Dated 11/10/99)

A. Chapel/Chapel Park

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island. Lennar Mare Island conveys back to the city (fee simple) as a park dedication.

2. Tenant: Mare Island Historic Park Foundation/GVRD.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 31 Years.

5. Square Footage: Chapel = 3,218 sq. ft. Land = 110,496 sq. ft.

6. Rent: $1.00 per year.

7. Improvements: All improvements, including those required by the federal government and any historic oversight body, are the sole responsibility of the MIHPF.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of nonsectarian religious activities of a museum for the display of Mare Island artifacts, receptions and weddings. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Opening Date: The Chapel/Chapel Park is currently open and shall remain open during the term of the lease.

B. Alden Park

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island. Lennar Mare Island conveys back to the city (fee simple) as a park dedication.

2. Tenant: Mare Island Historic Park Foundation/GVRD.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 31 Years.

5. Square Footage: 187,500 sq. ft.
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6. Rent: $1.00 per year.

7. Improvements: All improvements, including those required by the federal government and any historic oversight body, are the sole responsibility of the MIHPF.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of nonsectarian religious activities of artifact display, receptions and a park. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

C. Dry Dock #1

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to State of California. State of California leases to City of Vallejo. City of Vallejo leases to Lennar Mare Island. Lennar Mare Island leases back to the City of Vallejo (so that Lennar Mare Island can take advantage of tax credit/donation opportunities, if any).

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 31 years.

5. Square Footage: Dry Dock #1 = 27,673 sq. ft. Land = 55,346 sq. ft.

6. Rent: $1.00 per year.

7. Improvements:
   a) MIHPF would fund all improvements consistent with the application as submitted to the U.S. Navy and other applicable governing documents. All tenant improvements performed by the MIHPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum ship display. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Opening date: Dry Dock #1/Ship Display shall be renovated by sublessee and open to the public on or before October 1, 2007.
EXHIBIT N

D. Building Ways 2

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to State of California. State of California leases to City of Vallejo. City of Vallejo leases to Lennar Mare Island. Lennar Mare Island leases back to the City of Vallejo (so that Lennar Mare Island can take advantage of tax credit/donation opportunities, if any).

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 31 years.

5. Square Footage: Dry Dock #1 = 27,673 sq. ft. Land = 55,346 sq. ft.

6. Rent: $1.00 per year.

7. Improvements:
   a) M1HPF would fund all improvements consistent with the application as submitted to the U.S. Navy and other applicable governing documents. All tenant improvements performed by the M1HPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum ship display. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Opening date: Dry Dock #1/Ship Display shall be renovated by sublessee and open to the public on or before October 1, 2007.

E. Berth 10

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to State of California. State of California leases to City of Vallejo. City of Vallejo leases to Lennar Mare Island.

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: Lennar Mare Island.

3. Premises: Approximately 300 linear feet of berthing area. Includes tenant’s proportionate share of non-exclusive use of a strip of land adjacent to Waterfront Avenue.
EXHIBIT N

4. Promenade Waterfront Development: A public access promenade is expected to be constructed along the waterfront. The MIHPF shall comply with all requirements imposed by the City of Vallejo and/or Lennar Mare Island, or its designee with respect to the waterfront development. The MIHPF acknowledges and accepts that boundary lines, access and other issues may affect the operation of Berth 10.

5. Relocation: The City of Vallejo and/or Lennar Mare Island reserve the right to relocate a vessel from Berth 10 to another berth at Mare Island if reasonably required.

6. Term: 10 years. No vessel shall remain on Berth 10, continuously or cumulatively, for more than 24 months.

7. Square Footage: 300 linear feet of pier. Land area: Approximately 30' x 300' (+/- 9,000 square feet).

8. Rent: $1.00 per year.

9. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

10. Use: The MIHPF shall use Berth 10 for temporarily mooring ships that will eventually be used for display in Ways 2 or Dry Dock 1. Minor repairs are permitted to take place, provided that it is consistent with light industrial uses and does not cause an adverse affect on public access or use of nearby buildings.

11. The MIHPF shall be responsible for all permits associated with its occupancy and use of Berth 10.

12. The MIHPF shall be responsible for all dredging associated with its use of Berth 10.

F. Building 46

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island. Lennar Mare Island leases to the City of Vallejo.

2. Tenant: Mare Island Historic Park Foundation. Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 31 years.

5. Approximate Square Footage: Building 46 = 25,734 sq. ft. Building 1346 = 1,560 sq. ft.

6. Rent: $1.00 per year.
7. Improvements:
   a) MIHPF would fund all improvements, including the shell, seismic upgrades, ADA/Handicap, and the exterior. Plumbing, electrical and gas service would be brought to the Premises and interior partitions, electrical, HVAC, plumbing and gas distribution, window treatments, ceilings, flooring and finishes. All improvements performed by the MIHPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum for the display of Mare Island artifacts, gift shops, offices and record storage. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Miscellaneous Provisions:
    a) Building 1346: Building 1346 may be used by MIHPF as a temporary office or temporary storage, subject to 13b below.
    b) Building Relocation/Demolition - Building 1346: At anytime during the term of the lease, the Landlord may, in its sole discretion, relocate building 1348.
    c) Opening date: Building 46 shall be renovated by sublessee and open to the public on or before April 1, 2000.

G. Building 47

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island.

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: Lennar Mare Island.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc.

4. Term: 5 years.

5. Square Footage: Approximately 2,000 sq. ft., located on the first floor, southwest corner.

6. Rent: $1.00 per year.

7. Improvements:
   a) MIHPF would fund all improvements, including HVAC, interior partitions, electrical, window treatments, ceilings, flooring and finishes. All tenant improvements performed by the MIHPF shall be subject to prior written approval.
EXHIBIT N

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of an administrative office and records storage.

10. Miscellaneous Provisions:
   a) When Building 47 is made available, all records, artifacts, etc. shall be removed from Building 47A.

H. Radio Building

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island.

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: Lennar Mare Island.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc. for access only. The building shall be used in common with a community center or other use as designated by Lennar Mare Island.

4. Term: 31 years.

5. Square Footage: A portion of the building, approximately 100 sq. ft.

6. Rent: $1.00 per year.

7. Improvements:
   a) MIHPF would fund all interior tenant improvements within its portion of the building, including interior partitions, electrical, plumbing and gas distribution, window treatments, ceilings, flooring and finishes. All tenant improvements performed by the MIHPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum for the display of Mare Island radio equipment. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Miscellaneous Provisions:
   a) Opening date: The Radio Room shall be renovated by sublessee and open to the public within six (6) months following completion of the building by Lennar Mare Island, or its designee.
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I. Quarters A

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island. Lennar Mare Island leases to City of Vallejo.

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc. At any time during the term, the Landlord reserves the right to duce the size of the backyard.

4. Term: 31 years.


6. Rent: $1.00 per year.

7. Improvements:
   a) MIHPF would fund all improvements, including interior partitions, electrical, plumbing and gas distribution, window treatments, ceilings, flooring and finishes. All tenant improvements performed by the MIHPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum for the display of Mare Island artifacts, records storage, weddings, receptions, and business meetings. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Opening date: Quarters A shall be open to the public during the term of the Lease.

J. Quarters B

1. Chain of Title/Conveyance: Navy conveys to City of Vallejo. City of Vallejo conveys to Lennar Mare Island. Lennar Mare Island leases to City of Vallejo.

2. Tenant: Mare Island Historic Park Foundation.
   Landlord: City of Vallejo.

3. Premises: Includes Tenant’s proportionate share of non-exclusive use of areas outside the building, such as sidewalks, plazas, parking, etc. At any time during the term, the landlord reserved the right to remove the back 100 ft. from the premises.

4. Term: 31 years.

5. Square Footage: Quarters B = 7,358 sq. ft. Land = 43,080 sq. ft.

6. Rent: $1.00 per year.
EXHIBIT N

7. Improvements:
   a) MIHPF would fund all improvements, including partitions, electrical, plumbing and gas distribution, window treatments, ceilings, flooring and finishes. All tenant improvements performed by the MIHPF shall be subject to prior written approval.

8. Tax Credits/Donations/Property Tax Credits: Lennar Mare Island shall be able to benefit, if applicable, from tax credit and incentive programs associated with the donation of the premises.

9. Use: Sublessee shall use the subleased area for the purpose of a museum for the display of artifacts, weddings, receptions, and business meetings. All areas shall be accessible to the public and serve as a general benefit and amenity to Mare Island.

10. Opening Date: Quarters B shall be open to the public during the term of the Lease.
General Provisions Applicable To All Properties

1. Insurance Requirements: Sublessee will be required to provide proof of Commercial General Liability Insurance including, contractual liability, broad form property damage, auto liability insurance, as applicable, workman's compensation insurance with a waiver of subrogation endorsement and full replacement value property insurance, each issued by a reputable having a Best's financial rating of A or better, or otherwise acceptable to Landlord. Liability insurance shall be not less than five million dollars ($5,000,000) against claims for personal injury, bodily injury, and/or death.

2. Additional Rent: The Tenant shall be obligated to pay its prorata share of common area costs, taxes, service district, assessments, and/or additional rent associated with the area adjacent to the Premises, including common areas and associated parking areas.

3. Parcelization Plan: The Premises may not comply with the Parcelization Plan for this Reuse Area. On or after the commencement of the sublease, sublessee may be required to conform to the Parcelization Plan.

4. Lease Type: Triple Net. Sublessee accepts the premises as-is and shall be responsible for all repairs, maintenance and replacements of any kind, including the relocation of any equipment, trailers or apparatus not to be leased to sublessee.

5. Parking: The Sublessee shall continue to maintain and provide for the required parking within the area surrounding the Premises, or in an area designated by Landlord. The agreement will contain obligations, directly or in common with others, to maintain and repair Parking Areas. The Landlord reserves the right to provide off-site parking, subject to the maintenance and repair obligations stated herein, to the Premises at any time during the term of the Lease. All parking or parking improvements and the cost thereof shall be allocated and paid for by MIHPF on a proportionate basis.

6. Landscaping: The Sublessee, when required by the Landlord, shall landscape the exterior of the Premises to a standard that is consistent with City of Vallejo requirements and any applicable redevelopment plan.

7. Facility Maintenance: The MIHPF shall maintain and repair the facilities described herein, including any and all replacements. The MIHPF accepts all of the facilities as-is. The MIHPF shall submit a building maintenance plan for review by the City of Vallejo and Lennar Mare Island for review.

8. Artifact Control: The MIHPF shall fully comply with and adhere to all governing documents, including but not limited to, the city's Preservation Ordinance Chapter 16.38 Part II (Mare Island Amendment) and any and all agreements which may be in place between the U.S. Navy and the City of Vallejo relating to the preservation of artifacts, equipment and documents on Mare Island.

9. Performance Schedule: The MIHPF shall meet the minimum requirements as shown on the attached performance schedule. In the event that the minimum requirements cannot be met within the time frames stated therein, the Landlord (or the City of Vallejo, if applicable) may,
EXHIBIT N

at its sole option, terminate the lease with respect to the facility or facilities that have not met the requirements of the performance schedule.

10. Additional Equipment: From time to time, the MIHPF shall be permitted to request additional equipment. Any final agreement with regard to equipment shall take into consideration the value and/or job generating capability of the project. This provision shall not be construed or intended to be a reservation of equipment.

11. Sign Program: The Landlord will make signage available to the MIHPF consistent with an interim sign program and permanent sign program currently being developed by Lennar Mare Island.

12. Grounds Maintenance: The MIHPF shall be permitted to bid on landscape and grounds maintenance of Chapel Park. If the City of Vallejo elects to contract with the MIHPF for such services, the City of Vallejo shall contract with the MIHPF for services and pay directly for services from available funds. The commissary is included as a possible site.
### MIHPF LEASE
### PERFORMANCE SCHEDULE

<table>
<thead>
<tr>
<th>Time Schedule in Months</th>
<th>Building #16</th>
<th>Dry Dock #1</th>
<th>Ways #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Facility</td>
<td></td>
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<tr>
<td>2. Lease Commencement</td>
<td>No later than January 31, 2000</td>
<td>No later than December 31, 2006</td>
<td>No later than December 31, 2006</td>
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<tr>
<td>3. Financing (Construction)</td>
<td>1 mo. after lease commencement</td>
<td>6 mos. after lease commencement</td>
<td>6 mos. after lease commencement</td>
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<tr>
<td>The MIHPF shall submit to the City of Vallejo evidence of available funds for financing the project by the specified date.</td>
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<td>4. Construction</td>
<td>3 mos. after lease commencement</td>
<td>9 mos. after lease commencement</td>
<td>9 mos. after lease commencement</td>
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<tr>
<td>Cost estimates for each stage shall be submitted, along with an updated financial plan (from #3 above) indicating available funds for each phase.</td>
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<tr>
<td>- Stage 1 (Open to Public)</td>
<td>27 mos. after lease commencement</td>
<td>N/A</td>
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<td>- Stage 2</td>
<td>N/A</td>
<td>30 mos. after lease commencement</td>
<td>30 mos. after lease commencement</td>
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<tr>
<td>- Stage 3 (Full Buildout)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>5. Visitorship at Museum</td>
<td>With Ship Exhibit</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Year</td>
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</tr>
<tr>
<td>2003</td>
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