

LEASE ASSIGNMENT AND AMENDMENT AGREEMENT

THIS LEASE ASSIGNMENT AND AMENDMENT AGREEMENT ("**Agreement**") is dated as of Oct. 23, 2026 ("**Effective Date**"), by and among J&A MASH & BARREL, LLC, a California limited liability company¹ ("**Assignee**"), J&A MASH NO MORE, LLC, a California limited liability company² ("**Assignor**") and CITY OF FRESNO, a charter city ("**Owner**").

RECITALS

A. Owner is the owner of that certain real Lease Premises located in the City of Fresno, County of Fresno, State of California, located at 777 East Olive in the City of Fresno, California together with all improvements thereon ("**Lease Premises**").

B. The Lease Premises is subject to that certain Lease dated February 12, 2013 between Tower Theatre Properties, a California corporation ("**Tower Properties**") as "lessor" and Craig Scott Kendall and Michele Kendall d/b/a Sequoia Brewing Company Bar & Grill ("**Kendalls**") as "lessee" as amended by (i) that certain Lease Extension Agreement dated May 1, 2017 between Tower Properties as "landlord" and the Kendalls as "tenant", and (ii) and that certain Assignment of Lease dated March 11, 2020 between the Kendalls as "assignor" and Assignor (see footnote 1 below) as "assignee" (collectively the "**Lease**").

C. Assignor, Assignee and Owner intend to execute that certain Transfer Agreement ("**Transfer Agreement**") pursuant to which Assignee agreed to assign its right to purchase the Lease Premises pursuant to that certain Amended and Restated Purchase and Sale Agreement with Joint Escrow Instructions ("**Amended PSA**"). Nothing in this Agreement shall be construed as to require the City Council to approve the Transfer Agreement and/or the Amended PSA.

D. Pursuant to the terms of this Agreement, Assignor desire to immediately assign the Lease as hereby amended to Assignee and consented to by Owner and this Agreement shall be effective as defined in Section 2 below.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals.** All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. **Effective Date.** This Agreement shall be effective on the date it is executed and delivered by Owner ("**Effective Date**")

3. **Assignment.** As of the Effective Date, Assignor assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, and obligations under the Lease. This assignment shall be effective as of the Effective Date. Assignee's execution hereof confirms that Assignor shall no longer be liable for the performance of any obligations, terms, covenants, or conditions under the Lease arising after the Effective Date and that Assignee hereby agrees to forever release Assignor from the performance of any such obligations, terms, covenants, and conditions under the Lease.

4. **Assumption.** As of the Effective Date, Assignee accepts all of Assignor's interests, rights, and obligations under the Lease arising after the Effective Date and assumes and agrees to

¹ This is a newly formed entity by the transferee/buyer taking over the name of the original Kendall entity.

² This entity is the original J&A Mash & Barrell entity owned by the Kendalls which was recently renamed.

perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Lease accruing from, and after the Effective Date.

5. Owner's Consent & Confirmation. As of the Effective Date, subject to the terms of this Agreement, Owner consents to Assignor's assignment of the Lease to and assumption thereof by Assignee.

6. Lease Amendment. As of the Effective Date, the Lease is amended as follows:

i. Section 1.A. Leased Premises. During the Term, Tenant shall only use the parking pursuant to the terms of the covenant agreement attached to the Amended PSA.

Pursuant to California Civil Code Section 1938, Lessor provides the following statutory notice to Lessee:

"A Certified Access Specialist (CASP) can inspect the subject lease premises and determine whether the subject lease premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject lease premises, the commercial real property owner or lessor may not prohibit the lessee or Tenant from obtaining a CASp inspection of the subject lease premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the lease premises."

Lessor advises Lessee that the Premises have not gone through CASp Inspection.

ii. Section 3 Term: The Term of the Lease is amended to terminate ninety (90) days from the Effective Date ("Term").

iii. Section 4.A Rent. The monthly rent from the Effective Date until the end of the term shall be Four Thousand Two Hundred Sixty-Five Dollars and Ninety-Two Cents (\$4,265.93) ("Monthly Rent"). The Monthly Rent for the first two (2) months shall be deferred but not waived and shall be due and payable on the third (3rd) month of the Term.

iv. Section 4.B. Real Lease Premises Taxes & Assessment: Lessor as a governmental agency is exempt from real estate taxes. However, Lessee is advised as follows:

Statutory Notice. Notice is hereby given to Lessee pursuant to California Revenue and Taxation Code Section 107.6 that the interest of Lessee created in the Lease Premises under the Lease pursuant to this Lease may be subject to real property taxation and accordingly Lessee may be subject to the payment of real property taxes levied on said possessory interest.

v. Section 4.E. Place of Payment. All rent shall be paid to Lessor at 2600 Fresno Street, Fresno, CA 93721 Attn: City Treasurer.

vi. Section 7.H. Lessor's Maintenance & Repair Duties. As of the Effective Date, Lessee acknowledges that Lessor is in compliance with this provision and that there are no issues with the structural portions of the Building.

vii. Section 9. Insurance & Indemnity. Notwithstanding the existing terms of Section 9, Lessee agrees to comply with all insurance requirements which are the

standard requirements of Lessor.

viii. Section 36. Tenant's Option to Purchase. Section 36 is terminated in its entirety.

ix. Section 37. Cross-Default. A new section 37 is added to the Lease which provides that, if the City Council approves the Transfer Agreement and the Amended PSA, then a default under the Amended PSA shall be a material default under this Lease.

ix. Section 38. Miscellaneous. Lessee shall be solely responsible for security for the Property. Lessee shall promptly transfer all utilities into its own name.

7. Representations, Warranties and Covenants. Any representations, warranties and covenants set forth in the Transfer Agreement shall survive the Closing and are incorporated into this Agreement.

8. Indemnification. Assignor agrees to indemnify, defend, and hold harmless Assignee and all persons and entities affiliated with Assignee including their respective officers, agents and employees from and against any and all claims, liabilities, and losses (collectively, "**Claims**") arising out of the Lease arising before or after the Effective Date, including any Claims arising as a result of any inaccuracies in Assignor's representations and warranties set forth in the Transfer Agreement and in this Agreement. Assignee shall indemnify, defend, and hold harmless Assignor and all persons and entities affiliated with Assignor including their respective officers, agents and employees from and against any and all Claims arising out of the Lease arising after the Effective Date, including any Claims arising as a result of any inaccuracies in Assignee's representations and warranties set forth in the Transfer Agreement and in this Agreement.

9. General Provisions.

9.1 Assignment. No party shall have the right to assign this Agreement or any interest or right hereunder without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party and their respective heirs, personal representatives, successors and assigns.

9.2 Attorney's Fees. In any action among the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

9.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

9.4 No Waiver. No delay or omission by a party in exercising any right or power accruing upon the compliance or failure of performance by the other parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of a breach of any of the covenants, conditions or agreements hereof to be performed by another party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

9.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each

such instance executed on behalf of each party hereto.

9.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

9.8 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

9.9 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other.

9.10 Authority. Each individual executing this Agreement on behalf of Transferor and Transferee represents, warrants and covenants to the other and to Owner that (a) it is duly formed and authorized to do business in the state of California, (b) such person is duly authorized to execute and deliver this Agreement on behalf of that entity in accordance with authority granted under the organizational documents of the entity, and (c) the entity is bound under the terms of this Agreement.

9.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

9.12 Electronic Execution. This Agreement may be executed electronically in accordance with UETA and ESIGN using third party qualified service providers such as AdobeSign or DocuSign.

[SIGNATURES ON FOLLOWING PAGE]

TRANSFEROR:

By: Allison Richtel-Smith
Allison Richtel (Oct 23, 2025 10:46:52 PDT)
Allison Richtel-Smith,
Managing Member

By: 
Ian B. Wieland
Managing Member

By: Georgeanne White, City Manager

By: Andrew Janz 10/23/2025
Andrew Janz, City Attorney

EXHIBIT 1

LEGAL DESCRIPTION OF LEASE PREMISES

That certain real Lease Premises in the City of Fresno, County of Fresno, State of California legally described as follows:

The South 150.00 feet of the West 72.00 feet of Block 5 of Wilson's North Fresno Tract, recorded in Book 4 of Record of Surveys, at Page 44, Fresno County Records.

Containing an area of 10,800.00 square feet, more or less.



_Lease Assignment - Sequoia (2056461.3)

Final Audit Report

2025-10-23

Created:	2025-10-23
By:	Susan Smith (susans@t-m-law.com)
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"_Lease Assignment - Sequoia (2056461.3)" History



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Document emailed to Allison Richtel (allierichtel@gmail.com) for signature

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Email viewed by Allison Richtel (allierichtel@gmail.com)

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Document e-signed by Allison Richtel (allierichtel@gmail.com)

Signature Date: 2025-10-23 - 5:46:52 PM GMT - Time Source: server



Agreement completed.

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