

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("**Agreement**") is made this ____ day of ____ ("**Agreement Date**") by and among J&A MASH NO MORE, LLC, a California limited liability company¹ ("**Transferor**"), J&A MASH & BARREL, LLC, a California limited liability company² ("**Transferee**") and the CITY OF FRESNO, a charter city ("**Owner**").

RECITALS:

A. Owner owns that certain real property commonly known as that certain improved real property located at 777 East Olive in the City of Fresno, County of Fresno, State of California legally described in Exhibit A attached hereto improved with a restaurant building and parking rights ("**Property**") which is depicted on Exhibit A-1. The Property is a portion of a center commonly known as Tower Center.

B. The Property 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 dab Sequoia Brewing Company Bar & Brill ("**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 Transferor (see footnote 1 below) as "assignee" (collectively the "**Lease**"). The interest of the tenant under the Lease is hereinafter referred to as the "**Leasehold Interest**."

C. The Lease contained a right of first refusal ("**Exercised ROFR**") which Transferor exercised and subsequently became the subject of litigation ("**Litigation**").

D. As part of the settlement of the Litigation, Owner acquired the Property (i) subject to the Lease, and (ii) the Exercised ROFR which was reflected by Owner and Transferor entering into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated April 28, 2022 as amended by (i) that certain First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated June 13, 2022; (ii) that certain Second Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated June 22, 2022; (iii) that certain Third Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated July 1, 2022; and (iv) that certain First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated July 7, 2022 ("**Original PSA**"). The purchase price under the Original PSA was One Million Two Hundred Thousand Dollars (\$1,200,000) ("**Original Purchase Price**"). Pursuant to the Original PSA, Owner and Transferor opened escrow no. 3008606A with Fidelity National Title Company ("**Fidelity**") which did not receive any funds or any documents other than the Original PSA ("**Original Escrow**"). The Original Escrow was subsequently terminated by Fidelity although the Original PSA remained in effect.

E. Transferor is currently in breach of the Lease for a number of violations. As of August 1, 2025 ("**Default Calculation Date**"), Transferor is in default under the Lease by the sum of Nine Hundred Seventy-One Thousand Five Hundred Ninety-Seven Dollars and Thirty-Four Cents (\$971,597.34) ("**Lease Default Amount**"). The summary of the Lease Default Amount is set forth in Exhibit B attached hereto ("**Default Lease Amount Summary**"). The Lease Default Amount shall

¹ This entity is the original J&A Mash & Barrell entity owned by the Kendalls which was recently renamed.

² This is a newly formed entity by the transferee/buyer taking over the name of the original Kendall entity.

increase as follows (cumulatively the "**Increased Default Amounts**"): (i) by the sum of One Hundred Fifty-Nine Dollars and Seventy One Cents (\$159.71) ("**Per Diem Amount**") per day following the Default Calculation Date; plus (ii) a late charge equal to Two Hundred Eighty Dollars and Sixty Cents (\$280.60) to be added on the 10th day of each month after the Default Calculation Date; plus (iii) the prorata portion of insurance and real estate taxes equal to Four Hundred Fifty Dollars (\$450) to be added on the 1st day of each month after the Default Calculation Date; plus (iv) all utility amounts paid by City for the Property.

F. Transferor desires to sell the Leasehold Interest and its interest under the Original PSA to Transferee pursuant to the terms of this Agreement.

G. Pursuant to section 18 of the Lease, the Lease may not be assigned by Transferor without the written consent of Owner. Pursuant to Section 17.1, the Original PSA cannot be assigned without the written consent of Owner which is willing to consent to same.

H. Transferor now desires to transfer to Transferee and Owner is willing to consent to the assignment of the Leasehold Interest in accordance with the Lease Assignment and Amendment Agreement dated October 21, 2025 and executed by Owner, Transferor and Transferee ("**Lease Assignment**"). The Lease Assignment was effective as of the date of execution with Transferee having the right to immediate possession.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. **RECITALS.** The Recitals set forth above are incorporated herein by this reference.
2. **EFFECTIVE DATE.**
 - a. **Document Execution.** Within two (2) days of the Agreement Date, (i) Transferor and Transferee shall each execute in counterpart three (3) copies of this Agreement, and (ii) Transferee shall execute three (3) copies of the Restated and Amended Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions in the form attached as Exhibit C ("**Modified PSA**") all of which must be delivered to Owner prior to the City Council meeting scheduled for October 30, 2025.
 - b. **City Council Approval & Effective Date.** The City Council will review and consider this Agreement and the Modified PSA ("**Transfer Documents**") at the City Council meeting scheduled for October 30, 2025. If the City Council approves the Transfer Documents, the Transfer Documents shall be promptly executed by Owner ("**Effective Date**", and (i) a fully executed copy of this Agreement shall be delivered to each of Transferor and Transferee, and (ii) a fully executed copy of the Modified PSA shall be delivered to Transferee with a copy to escrow as defined in the Modified PSA.
 - c. **City Council Disapproval.** If the City Council disapproves the Transfer Documents, the executed Transfer Documents shall be promptly returned to Transferor and Transferee and this Agreement shall be of no further force and effect. The Lease Assignment shall remain in effect pursuant to its terms but the Original PSA is terminated in its entirety and of no further force or effect.
3. **TRANSFER.** As of the Effective Date, Transferor sells, assigns and transfers to Transferee

all rights, title and interest in the Original PSA ("**Transfers**"). Owner consents to the Transfers pursuant Modified PSA. The Modified PSA specifies a purchase price for the Property equal to Nine Hundred Seventy-One Thousand Five Hundred Ninety-Seven Dollars and Thirty-Four Cents (\$971,597.34) increased by the Increased Default Amounts (as defined in the Recital E) ("**Purchase Price**"). The term "**Closing**" shall have the meaning set forth in the Modified PSA. Transferor must cooperate with any requirements (including, but not limited to executing documents required by the title company) necessary to consummate the Closing under the Modified PSA.

4. PAYMENT OF TRANSFER AMOUNT. If and only if the Closing occurs pursuant to the Modified PSA, Transferee shall promptly pay the sum of One Hundred Dollars (\$100) ("**Transfer Amount**") to Transferor in immediately available funds. Owner is not responsible in any way for the payment of the Transfer Amount.

5. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Transferee shall be deemed given by Transferee and notices given by counsel to Transferor shall be deemed given by Transferor.

To Transferor:

J&A MASH NO MORE, LLC.
1870 Serena Ave
Clovis, CA 93619
Attn: Allison Richtel-Smith

To Transferee:

J&A MASH & BARREL, LLC
8080 North Palm Avenue Third Floor
Fresno, CA 93711
Attn: Ian B. Wieland, Manager

To Owner:

City of Fresno
2600 Fresno Street
Fresno, CA 93721
Attention: City Manager

With a copy to:

City of Fresno
2600 Fresno Street
Fresno, CA 93721
Attention: Talia Kolluri, Asst City Attorney

With a copy to:

Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attention: Anthony Taylor & Anne Lanphar

6. GENERAL PROVISIONS.

6.1. 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.

6.2. 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(ies) its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

6.3. 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.

6.4. 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 the other parties shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

6.5. 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.

6.6. 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.

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

6.8. 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.

6.9. 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.

6.10. 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.

6.11. City Manager Authority. By its execution of this Agreement, City Manager or her designee shall have the authority to execute documents on behalf of Owner including, but not limited to, issuing approvals, disapprovals, extensions and modifications. Any such approval, disapproval, extension or modifications executed by the City Manager or his designee shall be binding on Owner.

6.12. 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.

6.13. 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.

6.14. Exhibits. The following exhibits attached hereto are incorporated herein by reference:

Exhibit A	Legal Description of Property
Exhibit A-1	Depiction of Property
Exhibit B	Default Lease Amount Summary
Exhibit C	Modified PSA

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Transfer Agreement as of the date set forth above.

TRANSFEROR:

J&A MASH NO MORE, LLC, a California
limited liability company

By: 
Allison Richtel-Smith,
Managing Member

Dated: October 23, 2025

TRANSFeree:

J&A MASH & BARREL, LLC, a California
limited liability company

By: 
Ian B. Wieland
Managing Member

Dated: October 23, 2025

OWNER

CITY OF FRESNO, a charter city

By: _____
Georgeanne White, City Manager

Dated: _____, 2025

ATTEST:

Todd Stermer, City Clerk

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THE PROPERTY IS SITUATED THE CITY OF FRESNO, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS 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.



EXHIBIT A-1
DEPICTION OF THE PROPERTY

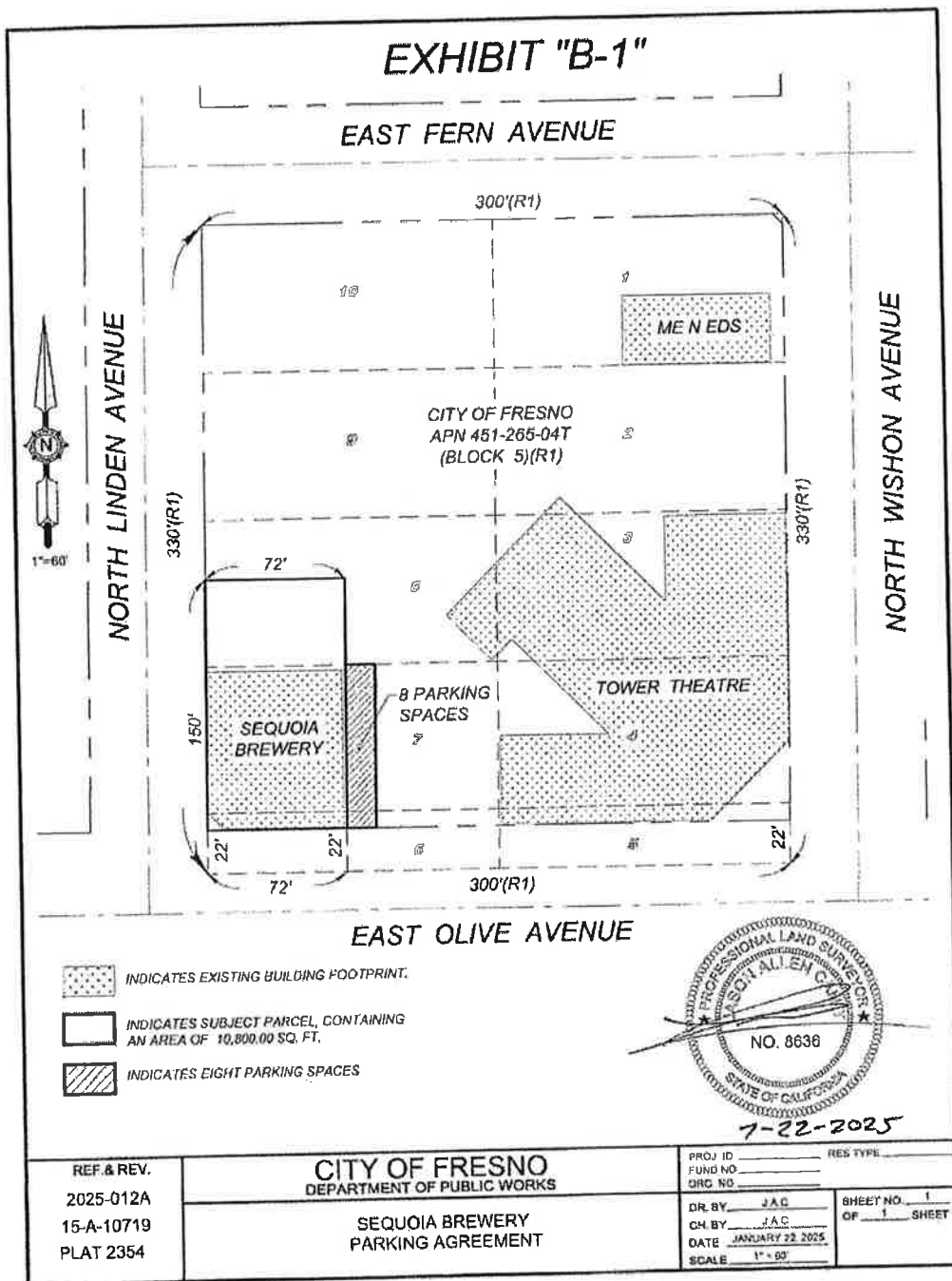


EXHIBIT B

DEFAULT LEASE AMOUNT SUMMARY

Annual Interest Rate: 3.5%					Annual Interest Rate: 6.0%					Penalty: 5.0%				
# of Periods: 360					# of Periods: 335									
Principal Amt: \$ 950,000.00					Principal Amt: \$ 911,284.79									
Sequila Brewery Amortization Schedule					Default Amortization Schedule									
Period		Payment Amt	Principal	Interest	Balance	Period		Payment Amt	Principal	Interest	Balance			
Nov-22	1	\$4,265.92	\$1,495.09	\$2,770.83	\$ 948,504.91	1								
Dec-22	2	\$4,265.92	\$1,499.45	\$2,766.47	\$ 947,005.46	2								
Jan-23	3	\$4,265.92	\$1,503.83	\$2,762.10	\$ 945,501.63	3								
Feb-23	4	\$4,265.92	\$1,508.21	\$2,757.71	\$ 943,993.42	4								
Mar-23	5	\$4,265.92	\$1,512.61	\$2,753.31	\$ 942,480.81	5								
Apr-23	6	\$4,265.92	\$1,517.02	\$2,748.90	\$ 940,963.79	6								
May-23	7	\$4,265.92	\$1,521.45	\$2,744.48	\$ 939,442.34	7								
Jun-23	8	\$4,265.92	\$1,525.88	\$2,740.04	\$ 937,916.46	8								
Jul-23	9	\$4,265.92	\$1,530.33	\$2,735.59	\$ 936,386.12	9								
Aug-23	10	\$4,265.92	\$1,534.80	\$2,731.13	\$ 934,851.32	10								
Sep-23	11	\$4,265.92	\$1,539.27	\$2,726.65	\$ 933,312.05	11								
Oct-23	12	\$4,265.92	\$1,543.76	\$2,722.26	\$ 931,768.28	12								
Nov-23	13	\$4,265.92	\$1,548.27	\$2,717.66	\$ 930,220.02	13								
Dec-23	14	\$4,265.92	\$1,552.78	\$2,713.14	\$ 928,667.23	14								
Jan-24	15	\$4,265.92	\$1,557.31	\$2,708.61	\$ 927,109.92	15								
Feb-24	16	\$4,265.92	\$1,561.85	\$2,704.07	\$ 925,548.07	16								
Mar-24	17	\$4,265.92	\$1,566.41	\$2,699.52	\$ 923,981.66	17								
Apr-24	18	\$4,265.92	\$1,570.98	\$2,694.95	\$ 922,410.68	18								
May-24	19	\$4,265.92	\$1,575.56	\$2,690.36	\$ 920,835.12	19								
Jun-24	20	\$4,265.92	\$1,580.16	\$2,685.77	\$ 919,254.97	20								
Jul-24	21	\$4,265.92	\$1,584.76	\$2,681.16	\$ 917,670.20	21								
Aug-24	22	\$4,265.92	\$1,589.39	\$2,676.54	\$ 916,080.81	22								
Sep-24	23	\$4,265.92	\$1,594.02	\$2,671.90	\$ 914,486.79	23								
Oct-24	24	\$4,265.92	\$1,598.67	\$2,667.25	\$ 912,888.12	24								
Nov-24	25	\$4,265.92	\$1,603.33	\$2,662.59	\$ 911,284.79	25								
Dec-24	26	\$4,265.92	\$1,608.01	\$2,657.91	\$ 909,676.78	26	\$5,611.99	\$1,055.57	\$4,556.42	\$	\$ 910,229.22			
Jan-25	27	\$4,265.92	\$1,612.70	\$2,653.22	\$ 908,064.08	27	\$5,611.99	\$1,060.85	\$4,551.15	\$	\$ 909,168.37			
Feb-25	28	\$4,265.92	\$1,617.40	\$2,648.52	\$ 906,446.67	28	\$5,611.99	\$1,066.15	\$4,545.84	\$	\$ 908,102.22			
Mar-25	29	\$4,265.92	\$1,622.12	\$2,643.80	\$ 904,824.55	29	\$5,611.99	\$1,071.48	\$4,540.51	\$	\$ 907,030.74			
Apr-25	30	\$4,265.92	\$1,626.85	\$2,639.07	\$ 903,197.70	30	\$5,611.99	\$1,076.84	\$4,535.15	\$	\$ 905,953.90			
May-25	31	\$4,265.92	\$1,631.60	\$2,634.33	\$ 901,566.10	31	\$5,611.99	\$1,082.22	\$4,529.77	\$	\$ 904,871.68			
Jun-25	32	\$4,265.92	\$1,636.36	\$2,629.57	\$ 899,929.74	32	\$5,611.99	\$1,087.63	\$4,524.36	\$	\$ 903,784.05			
Jul-25	33	\$4,265.92	\$1,641.13	\$2,624.80	\$ 898,288.61	33	\$5,611.99	\$1,093.07	\$4,518.92	\$	\$ 902,690.97			
Aug-25	34	\$4,265.92	\$1,645.92	\$2,620.01	\$ 896,642.70	34	\$5,611.99	\$1,098.54	\$4,513.45	\$	\$ 901,592.44			
Sep-25	35	\$4,265.92	\$1,650.72	\$2,615.21	\$ 894,991.98	35	\$5,611.99	\$1,104.03	\$4,507.96	\$	\$ 900,488.41			
Oct-25	36	\$4,265.92	\$1,655.53	\$2,610.39	\$ 893,336.45	36	\$5,611.99	\$1,109.55	\$4,502.44	\$	\$ 899,378.86			
Nov-25	37	\$4,265.92	\$1,660.36	\$2,605.56	\$ 891,676.09	37	\$5,611.99	\$1,115.10	\$4,496.89	\$	\$ 898,263.76			
Dec-25	38	\$4,265.92	\$1,665.20	\$2,600.72	\$ 890,010.89	38	\$5,611.99	\$1,120.67	\$4,491.32	\$	\$ 897,143.08			
Jan-26	39	\$4,265.92	\$1,670.06	\$2,595.87	\$ 888,340.83	39	\$5,611.99	\$1,126.28	\$4,485.72	\$	\$ 896,016.81			
Feb-26	40	\$4,265.92	\$1,674.93	\$2,590.99	\$ 886,665.90	40	\$5,611.99	\$1,131.91	\$4,480.08	\$	\$ 894,884.90			
Mar-26	41	\$4,265.92	\$1,679.82	\$2,586.11	\$ 884,986.08	41	\$5,611.99	\$1,137.57	\$4,474.42	\$	\$ 893,747.33			
Apr-26	42	\$4,265.92	\$1,684.72	\$2,581.21	\$ 883,301.37	42	\$5,611.99	\$1,143.26	\$4,468.74	\$	\$ 892,604.08			
May-26	43	\$4,265.92	\$1,689.63	\$2,576.30	\$ 881,611.74	43	\$5,611.99	\$1,148.97	\$4,463.02	\$	\$ 891,455.10			
Jun-26	44	\$4,265.92	\$1,694.56	\$2,571.37	\$ 879,917.18	44	\$5,611.99	\$1,154.72	\$4,457.28	\$	\$ 890,300.39			
Jul-26	45	\$4,265.92	\$1,699.50	\$2,566.43	\$ 878,217.68	45	\$5,611.99	\$1,160.49	\$4,451.50	\$	\$ 889,139.90			
Aug-26	46	\$4,265.92	\$1,704.46	\$2,561.47	\$ 876,513.22	46	\$5,611.99	\$1,166.29	\$4,445.70	\$	\$ 887,973.60			
Sep-26	47	\$4,265.92	\$1,709.43	\$2,556.50	\$ 874,803.80	47	\$5,611.99	\$1,172.12	\$4,439.87	\$	\$ 886,801.48			
Oct-26	48	\$4,265.92	\$1,714.41	\$2,551.51	\$ 873,089.38	48	\$5,611.99	\$1,177.98	\$4,434.01	\$	\$ 885,623.49			
Nov-26	49	\$4,265.92	\$1,719.41	\$2,546.51	\$ 871,369.97	49	\$5,611.99	\$1,183.87	\$4,428.12	\$	\$ 884,439.62			
Dec-26	50	\$4,265.92	\$1,724.43	\$2,541.50	\$ 869,645.54	50	\$5,611.99	\$1,189.79	\$4,422.20	\$	\$ 883,249.82			
Jan-27	51	\$4,265.92	\$1,729.46	\$2,536.47	\$ 867,916.08	51	\$5,611.99	\$1,195.74	\$4,416.25	\$	\$ 882,054.08			
Feb-27	52	\$4,265.92	\$1,734.50	\$2,531.42	\$ 866,181.58	52	\$5,611.99	\$1,201.72	\$4,410.27	\$	\$ 880,852.36			
Mar-27	53	\$4,265.92	\$1,739.56	\$2,526.36	\$ 864,442.02	53	\$5,611.99	\$1,207.73	\$4,404.26	\$	\$ 879,644.63			
Apr-27	54	\$4,265.92	\$1,744.64	\$2,521.29	\$ 862,697.38	54	\$5,611.99	\$1,213.77	\$4,398.22	\$	\$ 878,430.88			
May-27	55	\$4,265.92	\$1,749.72	\$2,516.20	\$ 860,947.66	55	\$5,611.99	\$1,219.84	\$4,392.15	\$	\$ 877,211.02			
Jun-27	56	\$4,265.92	\$1,754.83	\$2,511.10	\$ 859,192.83	56	\$5,611.99	\$1,225.94	\$4,386.06	\$	\$ 875,985.08			
Jul-27	57	\$4,265.92	\$1,759.95	\$2,505.98	\$ 857,432.89	57	\$5,611.99	\$1,232.07	\$4,379.93	\$	\$ 874,753.02			
Aug-27	58	\$4,265.92	\$1,765.08	\$2,500.85	\$ 855,667.81	58	\$5,611.99	\$1,238.23	\$4,373.77	\$	\$ 873,514.79			
Sep-27	59	\$4,265.92	\$1,770.23	\$2,495.70	\$ 853,897.58	59	\$5,611.99	\$1,244.42	\$4,367.57	\$	\$ 872,270.37			

Interest 6.0%	Penalty 5.0%	Total Interest and Penalty	Insurance and Processing Fees	Cumulative Balance
4,812.67	280.60	4,893.27	\$ 11,250.00 450.00	\$ 922,534.79 927,878.06
4,639.39	280.60	4,919.99	450.00	933,248.05
4,666.24	280.60	4,946.84	450.00	938,644.89
4,693.22	280.60	4,973.82	450.00	944,068.71
4,720.34	280.60	5,000.94	450.00	949,519.66
4,747.60	280.60	5,028.20	450.00	954,997.86
4,774.99	280.60	5,055.59	450.00	960,503.44
4,802.32	280.60	5,083.12	450.00	966,036.56
4,830.18	280.60	5,110.78	450.00	971,597.34
4,857.99	280.60	5,138.59	450.00	977,185.93
4,885.93	280.60	5,166.53	450.00	982,802.46
4,914.01	280.60	5,194.61	450.00	988,447.07
4,942.24	280.60	5,222.83	450.00	994,119.91
4,970.60	280.60	5,251.20	450.00	999,821.11
4,999.11	280.60	5,279.71	450.00	1,005,550.81
5,027.75	280.60	5,308.35	450.00	1,011,309.16
5,056.55	280.60	5,337.15	450.00	1,017,096.31
5,085.48	280.60	5,366.08	450.00	1,022,912.39
5,114.56	280.60	5,395.16	450.00	1,028,757.55
5,143.79	280.60	5,424.39	450.00	1,034,631.94
5,173.16	280.60	5,453.76	450.00	1,040,535.70
5,202.68	280.60	5,483.28	450.00	1,046,468.98
5,232.34	280.60	5,512.94	450.00	1,052,431.92
5,262.16	280.60	5,542.76	450.00	1,058,424.68
5,292.12	280.60	5,572.72	450.00	1,064,447.40
5,322.24	280.60	5,602.84	450.00	1,070,500.24
5,352.50	280.60	5,633.10	450.00	1,076,583.34
5,382.92	280.60	5,663.52	450.00	1,082,696.86
5,413.48	280.60	5,694.08	450.00	1,088,840.94
5,444.20	280.60	5,724.80	450.00	1,095,015.75
5,475.08	280.60	5,755.68	450.00	1,101,221.42
5,506.11	280.60	5,786.71	450.00	1,107,458.13
5,537.29	280.60	5,817.89	450.00	1,113,726.02
5,568.63	280.60	5,849.23	450.00	1,120,025.25

EXHIBIT C
LEASE ASSIGNMENT

EXHIBIT D
MODIFIED PSA

_Transfer Agreement - Sequoia (2016859.6)

Final Audit Report

2025-10-23

Created:	2025-10-23
By:	Susan Smith (susans@t-m-law.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADQBL5mkgZL855FSjGIHm1BD0ErflRTFN

"_Transfer Agreement - Sequoia (2016859.6)" History

-  Document created by Susan Smith (susans@t-m-law.com)
2025-10-23 - 5:39:01 PM GMT
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