

**RESTATED AND AMENDMENT AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS RESTATED AND AMENDED AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, _____ ("**Agreement Date**") by and between the CITY OF FRESNO, a charter city ("**City**" or "**Seller**"), and J&A MASH & BARREL, LLC, a California limited liability company¹ ("**Buyer**"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation ("**Escrow Holder**").

RECITALS:

A. Seller owns that certain improved center located at 1247 North Wishon (APN 451-265-02) and 777 and 779 East Olive Avenue (APN 451-265-03) in the City of Fresno, the County of Fresno, State of California as more particularly described in Exhibit A attached hereto ("**Center**"). A portion of the Center as legally described as Exhibit B and depicted on Exhibit B-1 is improved as a restaurant building with certain parking rights ("**Property**").

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 dba 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 J&A MASH & BARREL, LLC, a California limited liability company¹ as "assignee" ("**Kendall Entity**") (collectively the "**Original Lease**"). As of August 1, 2025 ("**Default Calculation Date**"), the Kendalls are 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 Lease Default Amount shall 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.

C. The Original Lease contained a right of first refusal ("**ROFR**") which J&A Mash exercised which subsequently became the subject of litigation ("**Litigation**").

D. As part of the settlement of the Litigation, Seller and the Kendall Entity entered 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

¹ This is a new entity formed by the Buyer taking over the original name of the Kendall's entity.

Instructions dated July 7, 2022 ("**Original PSA**"). 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.

E. Buyer has acquired the Kendall Entity's tenant interest in the Original Lease pursuant to that certain Lease Assignment and Amendment Agreement dated October 21, 2025 ("**Lease Assignment**") and accordingly Buyer is in possession and control of the Property as of the date of this Agreement.

F. Pursuant to that certain Transfer Agreement of even date herewith among Buyer, Seller and the Kendall Entity ("**Transfer Agreement**"), Buyer acquired the Kendall Entity's right to acquire the Property pursuant to the terms of this Agreement which supersedes the Original PSA in its entirety which is of no further force or effect.

G. The Original Lease as amended by the Lease Assignment is hereinafter referred to as the "**Lease**".

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

TERMS AND CONDITIONS:

1. **RECITALS.** The foregoing Recitals and all defined terms are incorporated herein.
2. **PURCHASE AND SALE OF PROPERTY.** Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in AS-IS condition without any obligations of Seller to make repairs and without any Seller representations or warranties. As of the Closing, the Lease shall terminate.
3. **EFFECTIVE DATE.** This Agreement shall be deemed effective upon execution by both parties after approval by the City Council of Fresno ("**Effective Date**").
4. **OPENING OF ESCROW.** Within five (5) days after the Effective Date, the parties shall open an escrow ("**Escrow**") with Fidelity National Title Insurance Company (National Commercial Division) at 555 S. Flower Street Suite 4420, Los Angeles, CA 90071 with Jessica Avila (Jessica.Avila@fnf.com) (213) 452-7132) as escrow officer ("**Escrow Officer**"). Escrow shall be deemed open upon the occurrence of both of the following ("**Opening of Escrow**"):
 - a. A fully executed copy of this Agreement is deposited with Escrow Holder and Escrow Holder executes the last page accepting same; and
 - b. The Deposit (as defined in Section 5.2(a)) is delivered to Escrow Holder.
5. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE; REPAIR CREDIT.**

5.1 Purchase Price. The purchase price for the Property is 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 B) to the Closing (as defined in Section 7.1) ("**Purchase Price**"). Seller will provide the amount of delinquent utilities paid by City to Escrow Holder.

5.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Fifty Thousand Dollars (\$50,000) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

5.3 Repair Credit. At Closing, Buyer shall be entitled to a credit for repairs equal to Seventy Thousand Dollars (\$70,000) ("**Repair Credit**").

5.4 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

5.5 Good Funds at Closing. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

6. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM PARTIES.

6.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- (a) The grant deed in the form of Exhibit C executed and acknowledged by the then vested title owner ("**Grant Deed**").
- (b) Two (2) copies of the Termination of Lease in the form of Exhibit D executed and acknowledged by Seller ("**Termination of Lease**")
- (c) Two (2) copies of the Shared Parking and Access Covenant Agreement in the form of Exhibit E executed and acknowledged by Seller ("**Parking Covenant**").
- (d) A non-foreign affidavit as required by federal law.
- (e) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

6.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- (a) A Preliminary Change of Ownership Statement completed in the manner required in Fresno County.
- (b) Two (2) copies of the Termination of Lease executed and acknowledged by Buyer.
- (c) Two (2) copies of the Parking Covenant executed and acknowledged by Buyer.

- (d) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

6.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed, the Parking Covenant and the Termination of Lease to be recorded (in that specific order) when it can issue the Owner's Title Policy in accordance with Section 8, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof. Promptly following Close of Escrow, Escrow Holder shall distribute Escrow Holder's closing statement and the documents deposited in Escrow as follows:

(a) To Buyer:

(i) One (1) certified conformed copy of the Grant Deed, the original to be mailed to Buyer following recordation thereof;

(ii) One (1) certified conformed copy of the Termination of Lease, the original to be mailed to Buyer following recordation thereof;

(iii) One (1) certified conformed copy of the Parking Covenant, the original to be mailed to Seller following recordation thereof;

(iv) The Owner's Title Policy; and

(vi) One (1) certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(b) To Seller:

(i) One (1) original copy of the Termination of Lease conformed to show the recordation information;

(ii) One (1) original copy of the Parking Covenant conformed to show the recordation information;

(iii) A conformed copy of the recorded Grant Deed;

(iv) One (1) certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof;

7. CLOSING DATE; OPTION TO EXTEND CLOSING; TIME IS OF ESSENCE

7.1 Closing Date.

A. Closing Date. Escrow shall close on or before ninety (90) days from the Effective Date, 2026 ("**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time that the Grant Deed is recorded in the Official Records of the County Recorder of Fresno County, California.

B. Security Reimbursement. In the event that Escrow closes after October 31, 2025, Buyer shall reimburse Seller for the costs of security provided by Seller for the Property from October 31, 2025 until the actual Closing Date ("**Security Reimbursement**") prorated as applicable. Seller shall provide the amount of the Security Reimbursement to Buyer and Escrow Holder on a per diem basis.

7.2 Possession. Buyer acknowledges it is in possession and control of the Property.

7.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence of this Agreement.

7.4 City Manager's Authority. Seller by its execution of this Agreement hereby agrees that the City Manager of the Seller or her designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

- (i) to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or her designee shall be binding on Seller.

- (ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

8. TITLE POLICY.

8.1 Approval of Title

- (a) Promptly following execution of this Agreement but, in no event, later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within ten (10) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**"). Any exceptions resulting from work done by Buyer prior to the Closing may not be Disapproved Exceptions.

- (b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases (other than the Amended Lease), deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

8.2 Owner's Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA non-extended owner's Policy of Title Insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non delinquent real property taxes and assessments; (ii) exceptions approved by Buyer in accordance with Section 8.1; (ii) the Parking Covenant; and (iii) exceptions caused by the acts of Buyer. The amount of the insurance coverage shall be in the amount of the Purchase Price. The Owner's Title Policy may include any available title insurance, extended coverage or endorsements that Buyer may reasonably request, provided, however, that Buyer shall obtain, at its sole cost and expense, the survey if required, and any such extended coverage and any such endorsements requested by Buyer shall be at Buyer's sole cost and expense.

9. DUE DILIGENCE.

9.1 Buyer's Due Diligence. Buyer is possession of the Property under the Amended Lease and conducted all due diligence it may desire to acquire the Property in AS-IS condition.

9.2 NHD Report. Within five (5) days of Opening of Escrow, Escrow Holder shall order and deliver to Buyer and Seller a Natural Hazards Disclosure report for the Property issued by Disclosure Source ("**NHD Report**"). The cost of the NHD Report shall be paid by Seller.

10. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

10.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Owner's Title Policy as specified in Section 8.2.
- (b) Escrow Holder holds and will deliver to Buyer the instruments and the funds accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

10.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer is not in default under the Lease.
- (c) Buyer is not in default of its obligations under this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

11.1 No Seller Representations or Warranties. Buyer is in possession of the Property and accordingly has full knowledge of the condition of the Property including the building located thereon. Seller has not been in possession or control of the Property and has no knowledge of the Property.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

11.2.1 Authority. Buyer is a limited liability company validly formed in the State of California. Upon execution of this Agreement by Buyer, Buyer has the full right and authority to enter into this Agreement, this Agreement shall be a binding obligation of Buyer and Buyer shall have authority to consummate the transaction contemplated hereby, including execution and delivery of all applicable documents.

11.2.2 Conflicts and Pending Actions. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Agreement; and as of the Effective Date there is no action or proceeding pending or threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

The representations and warranties provided in this Section 11.2 shall survive the Closing and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. Sections 1 through 8, inclusive; 10, 12, 14 and 15 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

12.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the Fresno County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be

deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in California and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

12.3 Real Estate Taxes. All non-delinquent general and special real property taxes and assessments (including any possessory interest taxes) shall be paid current at Close of Escrow by Buyer.

12.4 Rent and Security Deposit. There is no security deposit under the Amended Lease. The two (2) months of deferred Monthly Rent under the Lease shall be due to Seller plus the current Monthly Rent shall be prorated to Closing.

12.5 Payment of Costs

(a) **Cost Allocation.** Seller shall pay the costs of the NHD Report, the Owner's Title Policy, documentary transfer taxes, and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay the cost of recording fee for the Grant Deed, the Termination of Lease and the Parking Covenant and one-half (1/2) of the escrow fees ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for major commercial real estate transactions in Fresno County.

Buyer is entitled to the Repair Credit (as defined in Section 5.3) and shall pay, if applicable, the Security Reimbursement amount as provided in Section 7.1.B.

(b) **Closing Statement.** At least two (2) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

12.6 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided Escrow Holder receives written instructions from both Buyer and Seller directing Escrow Holder to return such funds and documents. The parties shall promptly execute and deliver any documents reasonably required to effect the return of the funds and documents in accordance with this Agreement. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

12.7 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury

Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

12.9 Brokerage Commissions. Buyer and Seller each represent and warrant to the other party that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

13. DEFAULT. A default by Buyer under the Amended Lease is a default under this Agreement.

14. 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 the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

To Buyer:

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

To Seller:

City of Fresno
2600 Fresno Street
Fresno, CA 93721

With a copy to:

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

15. GENERAL PROVISIONS.

15.1. Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. This Agreement may only be assigned concurrently with the Lease. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

15.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement or interpretation of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, 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.

15.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both 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.

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

15.5 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.

15.6 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.

15.7 Merger. This Agreement and other documents incorporated herein by reference

contain the entire understanding between the parties relating to the transaction contemplated hereby including, but not limited to the Transfer Agreement, 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.

15.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

15.9 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.

15.10 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, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

15.11 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

15.12 Exhibits

The following exhibits attached hereto are incorporated herein by reference:

Exhibit A	Legal Description of Center
Exhibit B	Legal Description of Property
Exhibit B-1	Depiction of Property
Exhibit C	Grant Deed
Exhibit D	Termination of Lease
Exhibit E	Parking Covenant

15.13 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.

15.14 Authority The person executing this Agreement on behalf of Buyer has the authority to bind that entity and that entity is legally bound under this Agreement.

15.15 No Third Party Beneficiary. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

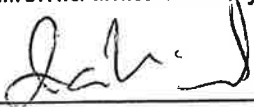
15.16 Electronic Execution. This Agreement may be executed electronically in accordance with UETA and E-SIGN using qualified third party service providers like DocuSign and AdobeSign. However, documents which are to be recorded at Closing cannot be executed electronically.

[SIGNATURES ON FOLLOWING PAGE]

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

BUYER:

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

By: 
Ian B. Wieland, Manager Member

SELLER:

CITY OF FRESNO, a charter city

By: _____
Georgeanne White, City Manager

ATTEST:

READ AND ACCEPTED:

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY, a corporation

By: _____
Jessica Avila, Escrow Officer

Todd Stermer, City Clerk

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

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

EXHIBIT A
LEGAL DESCRIPTION OF THE CENTER

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

Lots 1 to 10, inclusive, in Block 5 of Wilson's North Fresno Map thereof recorded November 16, 1908, in Book 4, Page 44 of Record of Surveys, in the City of Fresno, County of Fresno, State of California records of said County;

Except the South 22 feet of Lots 5 and 6, conveyed to the City of Fresno for street purposes.

Assessor's Parcel Numbers(s): 451-265-02 & 451-265-03

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

That certain real property 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.



EXHIBIT B-1
DEPICTION OF PROPERTY

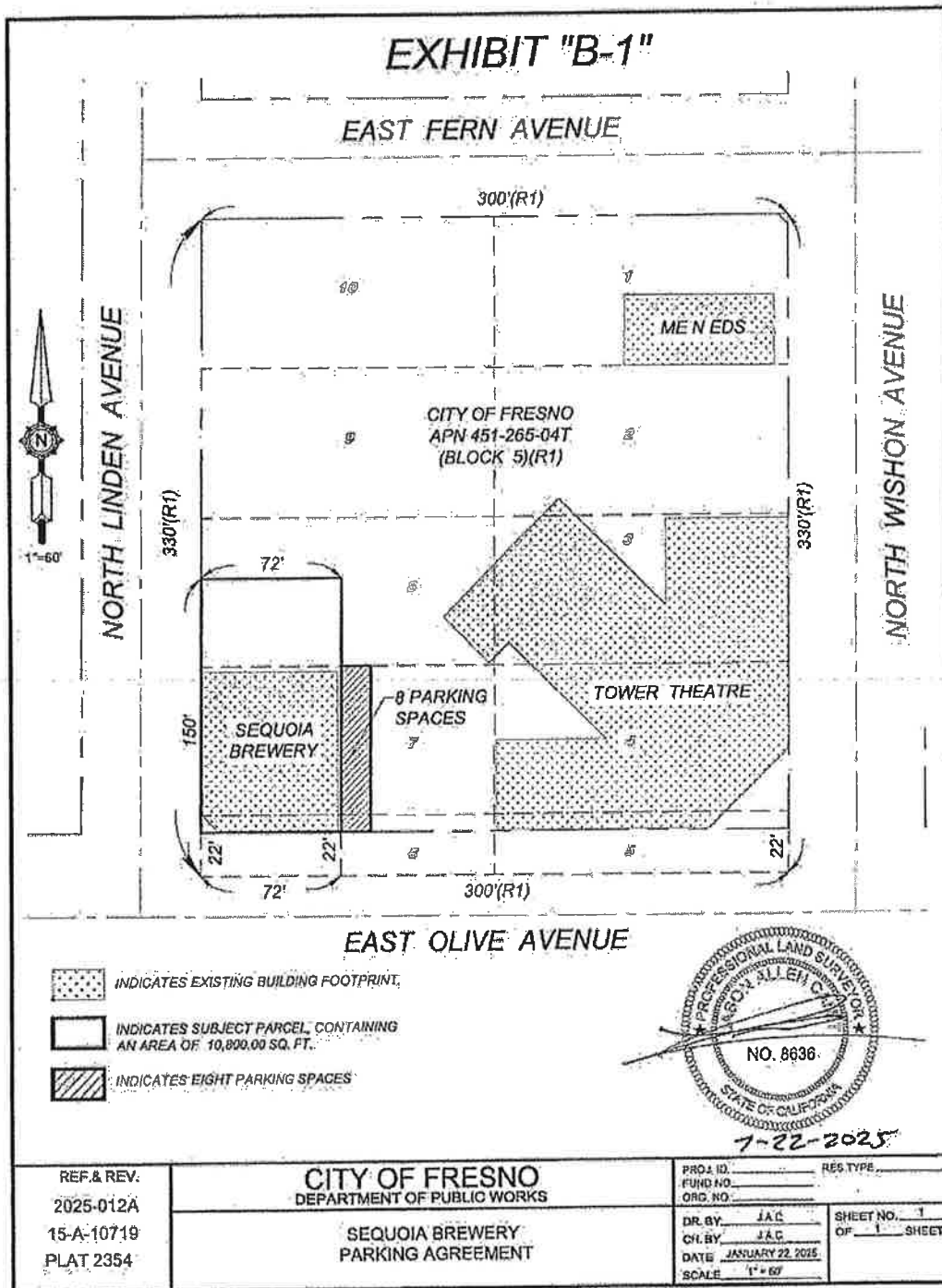


EXHIBIT C

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

APN. 451-265-02 & 451-265-03

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computed on full value) is
\$_____ pursuant to R&T §11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF FRESNO, a charter city ("**Grantor**"), hereby grants to the J&A MASH & BARREL, LLC, a California limited liability company ("**Grantee**"), that certain real property in the City of Fresno, County of Fresno, State of California, legally described as set forth on Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date first above written.

GRANTOR:

CITY OF FRESNO, a charter city

By: Not to be executed until closing
Georgeanne White, City Manager

ATTEST:

Todd Stermer, City Clerk

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

By: _____
Andrew Janz, City Attorney

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property 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.



STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary in and for the State of California

1

EXHIBIT D

TERMINATION OF LEASE

**RECORDED AT REQUEST OF
AND WHEN RECORDED, MAIL TO:**

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

APN 451-265-02 & 451-265-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF LEASE

This Termination of Lease ("**Termination Agreement**") is made as of _____, 2025, by and between the CITY OF FRESNO, a charter city ("**Lessor**"), and J&A MASH & BARREL, LLC, a California limited liability company ("**Lessee**").

RECITALS:

- A.** Lessor is the fee owner of that certain real property situated in the City of Fresno, County of Fresno, State of California, as described on the attached Exhibit A ("**Property**").
- B.** The Property is subject to that certain Lease as summarized on Exhibit B ("**Lease**").
- C.** Lessee is the current owner of the leasehold estate under the Lease.
- D.** Lessee is acquiring the fee interest in the Property from Lessor.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Effective Date. This Termination Agreement shall be effective upon recordation in the Official Records of Fresno County concurrently with the recordation of the Grant Deed from Lessor conveying the Property to Lessee.

2. Termination of Lease. As of the Effective Date, the Lease shall be terminated.

3. Execution in Counterpart. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. Applicable Law. This Termination Agreement shall be governed by and construed in

5. Release of Liability. Lessor and Lessee mutually agree that indemnification obligations under the Lease have terminated.

LESSEE:

By: Ian B. Wieland
Ian B. Wieland, Managing Member

By:

By:

2

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That certain real property 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.



EXHIBIT "B"
SUMMARY OF LEASE

1. Lease dated February 12, 2013 between Tower Theatre Properties, a California corporation as "Lessor" and Craig Scott Kendall and Michele Kendall dba Sequoia Brewing Company Bar & Grill as "Lessee."
2. Lease Extension Agreement dated May 1, 2017 between Tower Theatre Properties, Inc., a California corporation as "Landlord" and Craig Scott Kendall and Michele Kendall dba Sequoia Brewing Company Bar & Grill as "Tenant."
3. Assignment of Lease date May 11, 2020 between Craig Scott Kendall and Michele Kendall dba Sequoia Brewing Company Bar & Grill as "Assignor" and the Kendall Entity as "Assignee" which was consented to by Tower Theatre Properties, Inc., a California corporation.
4. Lease Assignment as described in Recital E.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

1

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a
notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

EXHIBIT E
PARKING COVENANT

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

J&A Mash & Barrel, LLC
8080 North Palm Avenue
Fresno, CA 93711
Attn: City Clerk

APNs. 451-265-02 & 451-265-03

(Space Above This Line for Recorder's Office Use Only)

SHARED PARKING AND ACCESS COVENANT AGREEMENT

This **SHARED PARKING AND ACCESS COVENANT AGREEMENT** ("**Agreement**") is entered into as of _____, 2025 ("**Effective Date**"), by and between CITY OF FRESNO, a charter city ("**City**"), and J&A MASH & BARREL, LLC, a California limited liability ("**Brewery**"). City and Brewery are each sometimes referred to individually as a "**Party**" or an "**Owner**" and jointly as the "**Parties**" or the "**Owners.**"

RECITALS

C. Immediately preceding the recordation of this Agreement, Brewery acquired title to that certain real property located at _____, Fresno California _____, as more particularly described on Exhibit A attached hereto which is improved with a building currently used as a restaurant/brewery ("**Brewery Property**").

D. City acquired title to that certain real property located at _____ Fresno, California, as more particularly described on Exhibit B attached hereto ("**Tower Property**"). The Tower Property is immediately adjacent to the Brewery Property and is improved with commercial buildings which includes the Tower Theater and a parking lot containing approximately ____ (____) parking spaces.

E. The parking lot portion of the Tower Property is hereinafter referred to as the "**Tower Parking Lot.**" The Tower Parking Lot is depicted on Exhibit B-1 attached hereto and shows a portion adjacent to the building on the Brewery Property containing eight (8) spaces ("**Brewery Parking Spaces**") and the balance of the Tower Parking Lot is designated as the "**Public Parking Spaces.**"

F. The Tower Property and the Brewery Property are each sometimes referred to herein individually as a "**Property**" and jointly as the "**Properties**".

NOW THEREFORE, in consideration of the above referenced recitals, which are

incorporated herein by reference, and for the parties' mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be deemed effective upon recordation in the Official Records of the County of Fresno ("**Effective Date**").

2. **Grant of Parking and Access Rights.** Subject to the terms and provisions of this Agreement, City grants to Brewery the following parking rights:

(i) **Brewery Parking Spaces.** The Brewery Property shall have the right to the exclusive use of the Brewery Parking Spaces during its normal business hours ("**Exclusive User Hours**") for its customers and employees ("**Brewery Users**"). Except for the Exclusive User Hours, the Brewery Parking Spaces may be used by other invitees of the Tower Property. Brewery Users may use the Tower Parking Lot.

(ii) **Access Rights.** In addition to the use of the Brewery Parking Spaces as specified in Section 2(i), Brewery Users shall have the right to access the Brewery Parking Spaces through the Tower Parking Lot through legal access points from the adjacent public streets.

(iii) **Limitations on Use.** All parking spaces may only be used for parking of passenger motor vehicles and not commercial vehicles. No overnight parking shall be permitted.

(iv) **Rules and Regulations.** City shall have the right to impose reasonably rules and regulations regarding the use of the Tower Parking Lot from time to time which shall be effective upon delivery of written notice from City to Brewery.

3. **Operation & Maintenance.** City shall, at its sole cost and expense, be solely responsible for the maintenance, upkeep, repair, restriping, and resurfacing of the Tower Parking Lot as it deems reasonably required. Notwithstanding the foregoing, Sequoia shall be responsible for any damage to the Tower Parking Lot (including the Sequoia Parking Spaces) which is caused by the negligence or willful misconduct of any Brewery Users and shall promptly reimburse the cost of any repairs resulting from such conduct.

4. **Default.** If any Party fails to perform the obligations required of such Party hereunder for a period of ten (10) business days following receipt of written notice from the other Party specifying the nature of such failure to perform, and if such failure to perform interferes with any Party's ability to exercise its rights or perform its obligations hereunder, including, without limitation, such Party's maintenance obligations hereunder, then such failure to perform shall constitute a default hereunder (each, a "**Default**"); provided, however, if the nature of the obligation is such that more than ten (10) business days are required for performance, then such failure to perform shall not constitute a Default hereunder if such nonperforming Party commences performance within such ten

(10) business day period and thereafter diligently prosecutes the same to completion provided, however, that the period to complete such work shall not exceed sixty (60) days. In the event of a Default, the non-defaulting Party can elect at its sole discretion, without obligation, to cure such Default, including without limitation, performing maintenance and/or repairs on the Parking Lot as set forth above, and/or pursue any remedies available at law or equity, including without limitation, bringing an action against the defaulting Party for damages or injunctive relief. If the non-defaulting Party elects to cure such Default, upon such cure by the non-defaulting Party, the defaulting Party shall promptly, upon demand, reimburse the non-defaulting Party for such sums reasonably incurred by the non-defaulting Party in curing such Default. All such sums shall bear interest at the rate of ten percent (10%) per annum (but in no event exceed the applicable maximum rate per annum permitted by California law) from the date demand for reimbursement is made until the date of such reimbursement. No Default hereunder shall entitle either Party to terminate this Agreement or otherwise restrict or terminate any easements granted hereunder.

5. Cooperation; Further Assurances. The Parties hereto agree to take, or cause to be taken, as promptly as practicable, all commercially reasonable actions necessary or desirable to carry out the provisions of this Agreement and to consummate and make effective the transactions and agreements provided for herein, including, without limitation, executing and delivering such documents, acknowledgments and other instruments in order to effectuate the terms hereof.

6. Covenants Running with the Land. The covenants under this Agreement shall run with the land and shall be binding upon all future owners, mortgagees or other parties coming into possession or ownership of each Property.

7. Term of Agreement. Except as otherwise provided herein, this Agreement shall remain in effect in perpetuity, unless and until City and Brewery mutually execute and record an instrument terminating all of their respective right, title and interest in the covenants and rights granted herein, whereupon the Parties shall have no further rights or obligations hereunder, except for liabilities that accrued prior to the date of such recordation.

8. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by a reputable overnight courier, to the following addresses:

To Brewery:

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

To City:

City of Fresno
2600 Fresno Street
Fresno, CA 93721

With a copy to:

Attention: City Manager

City of Fresno
2600 Fresno Street
Fresno, CA 93721
Attn: 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

Notice shall be effective upon receipt (or refusal of delivery) if delivered personally; or seven (7) days after deposit in the mail if sent by certified mail; or one (1) business day after deposit with an overnight courier. The addresses and addressees for the purpose of this Section 8 may be changed by giving written notice of such change in the manner provided above.

9. Miscellaneous.

a. **Construction of Agreement; Authority.** This Agreement shall be construed equally as among and against the Parties, and any rule of construction to the effect that ambiguities are to be resolved in favor of any Party shall not be employed in the interpretation of this Agreement. The Parties hereby represent and warrant to each other that their respective legal entities and the signatories on behalf of such entities have full power and authority to execute and deliver this Agreement and to be bound by and perform the terms hereof.

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

c. **Attorneys' Fees.** In the event of any legal action, arbitration or other proceeding between the parties with respect to this Agreement or the transaction contemplated herein, the prevailing party(ies) shall be entitled to the payment by the losing party(ies) of its reasonable attorneys' fees, costs, pre-litigation and litigation expenses (which shall include attorneys' fees and costs incurred prior to the institution of litigation), as determined by the court or arbitrator, as applicable.

d. **No Merger.** No merger of title to the Tower Property and the Brewery Property shall terminate this Agreement or otherwise render it invalid or unenforceable.

e. **Amendments.** This Agreement may be terminated, modified or amended only by a written agreement that is (i) executed by (a) the then current owner of the Tower Property and (b) the then current owner of the Brewery Property, and (ii) recorded in the Official Records of Fresno County.

f. **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof,

it being specifically agreed that the terms and provisions hereof are severable.

g. **Waivers.** The waiver of any covenant, condition or agreement contained herein shall not constitute a waiver of any other covenant, condition or agreement herein or of the future performance thereof. The failure to enforce any provision of this Agreement by any Party entitled to enforce such provision shall not constitute a waiver by such Party or any other Party of the right to do so thereafter nor of the right to enforce any other covenant, condition, restriction or easement herein provided.

h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

i. **Exhibit.** Exhibit A, B and B-1 are attached hereto and incorporated herein by reference.

BREWERY:

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

By: _____
Ian B. Wieland, Manager Member

CITY:

CITY OF FRESNO, a charter city

By:

Not to be executed until closing

Georgeanne White, City Manager

ATTEST:

Todd Stermer, City Clerk

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

By: _____
Andrew Janz, City Attorney

EXHIBIT A

BREWERY PROPERTY LEGAL DESCRIPTION

That certain real property 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.



EXHIBIT B

TOWER PROPERTY LEGAL DESCRIPTION

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

Lots 1 to 10, inclusive, in Block 5 of Wilson's North Fresno Map thereof recorded November 16, 1908, in Book 4, Page 44 of Record of Surveys, in the City of Fresno, County of Fresno, State of California records of said County;

Except the South 22 feet of Lots 5 and 6, conveyed to the City of Fresno for street purposes.

Assessor's Parcel Numbers(s): 451-265-02 & 451-265-03

EXHIBIT B-1

DEPICTION OF TOWER PARKING LOT

(Must designate Tower Parking Lot and Sequoia Parking Spaces)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2025, before me, _____, a
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary in and for the State of California

[SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2025, before me, _____, a
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary in and for the State of California

[SEAL]