

RETAIL ANCHOR LEASE AGREEMENT

WILLOW CREEK SHOPPING CENTER

Suite 120

THIS RETAIL ANCHOR LEASE AGREEMENT (this "**Lease**") is made and entered into as of the 1st day of March, 2026 (the "**Effective Date**"), by and between:

LANDLORD: WILLOW CREEK RETAIL PARTNERS, LLC, a Delaware limited liability company, having its principal place of business at 1500 Commerce Drive, Suite 400, Denver, Colorado 80202 ("**Landlord**");

and

TENANT: ANCHOR GROCERY INC., a Colorado corporation, having its principal place of business at 8500 Market Street, Denver, Colorado 80205 ("**Tenant**").

RECITALS

WHEREAS, Landlord is the owner of that certain retail shopping center commonly known as Willow Creek Shopping Center, located at 2400 Willow Creek Boulevard, Lakewood, Colorado 80401, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Shopping Center**"); and

WHEREAS, Tenant desires to lease from Landlord certain premises within the Shopping Center for the operation of a full-service grocery store and related uses; and

WHEREAS, Landlord desires to lease such premises to Tenant upon the terms and conditions set forth herein;

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

ARTICLE 1

BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Premises. The "**Premises**" shall mean approximately Forty-Five Thousand (45,000) square feet of gross leasable area, designated as Suite 120, as more particularly shown on the site plan attached hereto as **Exhibit B** and incorporated herein by reference. The Premises includes the sales floor, back-of-house storage and receiving areas, employee facilities, and a dedicated loading dock with three (3) truck bays.

1.2 Permitted Use. The operation of a full-service grocery supermarket, including but not limited to the sale of groceries, produce, meat, seafood, bakery items, deli products, dairy products, frozen foods, beverages (including beer and wine to the extent permitted by applicable law), health and beauty aids, household products, floral products, pharmacy services, and such other ancillary uses as are customarily associated with first-class grocery supermarket operations (the "**Permitted Use**").

1.3 Term. The initial term of this Lease (the "**Initial Term**") shall be for a period of fifteen (15) years, commencing on March 1, 2026 (the "**Commencement Date**") and expiring on February 28, 2041, unless sooner terminated in accordance with the provisions hereof.

1.4 Base Rent. Tenant shall pay to Landlord as base rent ("**Base Rent**") the following amounts during the Initial Term:

Lease Year	Annual Base Rent	Monthly Base Rent	Per Sq Ft/Year
1-3	\$225,000.00	\$18,750.00	\$5.00
4-6	\$247,500.00	\$20,625.00	\$5.50
7-10	\$270,000.00	\$22,500.00	\$6.00
11-15	\$292,500.00	\$24,375.00	\$6.50

1.5 Percentage Rent. In addition to Base Rent, Tenant shall pay to Landlord percentage rent ("**Percentage Rent**") equal to one and one-half percent (1.5%) of Tenant's Gross Sales (as defined in Section 4.2) in excess of Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) per Lease Year (the "**Natural Breakpoint**").

1.6 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00), representing three (3) months' Base Rent, as a security deposit (the "**Security Deposit**").

1.7 Tenant's Pro Rata Share. For purposes of calculating Tenant's share of Operating Expenses and Real Estate Taxes, Tenant's Pro Rata Share shall be twenty-two and one-half percent (22.5%), calculated by dividing the gross leasable area of the Premises (45,000 sq. ft.) by the total gross leasable area of the Shopping Center (200,000 sq. ft.).

ARTICLE 2

PREMISES AND COMMON AREAS

2.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, subject to and upon all of the terms and conditions set forth in this Lease. Tenant accepts the Premises in its "as-is" condition, except for the Landlord's Work described in **Exhibit C** attached hereto.

2.2 Common Areas. Tenant shall have the non-exclusive right, in common with Landlord, other tenants, and their respective employees, agents, customers, and invitees, to use the Common Areas of the Shopping Center. "**Common Areas**" shall mean all areas within the Shopping Center that are not leased or held for lease to tenants, including but not limited to: (a) parking areas, driveways, and access roads; (b) sidewalks, walkways, and pedestrian areas; (c) landscaped areas; (d) lighting facilities; (e) trash enclosures and compactors; (f) signage and directory boards; and (g) other facilities provided for the common use of tenants and their customers.

2.3 Anchor Tenant Parking Rights. As the anchor tenant, Tenant shall be entitled to (a) dedicated parking for its customers in the area immediately adjacent to the Premises, consisting of no fewer than two hundred twenty-five (225) parking spaces (calculated at a ratio of 5 spaces per 1,000 square feet of gross leasable area); (b) exclusive use of the loading

dock area on the north side of the Premises; and (c) ten (10) reserved parking spaces for Tenant's management and key employees, as designated on **Exhibit B**.

2.4 Landlord's Reserved Rights. Landlord reserves the right to (a) make changes to the Common Areas, including expanding, reducing, or reconfiguring the parking areas, provided such changes do not materially and adversely affect Tenant's parking rights under Section 2.3; (b) close temporarily any portion of the Common Areas for maintenance, repairs, or construction; (c) establish reasonable rules and regulations governing use of the Common Areas; and (d) grant exclusive easements, licenses, or rights of way to utility companies and governmental authorities.

ARTICLE 3

TERM AND POSSESSION

3.1 Initial Term. The Initial Term shall commence on the Commencement Date and shall expire on the last day of the fifteenth (15th) Lease Year, unless sooner terminated in accordance with the terms hereof.

3.2 Renewal Options. Provided Tenant is not in default under this Lease beyond any applicable cure period at the time of exercise or at the commencement of any Renewal Term, Tenant shall have four (4) consecutive options to renew this Lease (each, a "**Renewal Option**") for additional periods of five (5) years each (each, a "**Renewal Term**"), upon the same terms and conditions as set forth in this Lease, except that Base Rent during each Renewal Term shall be adjusted as provided in Section 3.3.

3.3 Renewal Rent. Base Rent during each Renewal Term shall be the greater of: (a) the Base Rent in effect during the last year of the immediately preceding term, increased by ten percent (10%); or (b) ninety percent (90%) of the then-prevailing fair market rental rate for comparable anchor grocery space in the Denver metropolitan area, as determined by appraisal if the parties cannot agree within sixty (60) days after Tenant's exercise of the Renewal Option.

3.4 Exercise of Renewal Option. Each Renewal Option must be exercised by Tenant's delivery of written notice to Landlord no earlier than eighteen (18) months and no later than twelve (12) months prior to the expiration of the then-current term.

3.5 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant in broom-clean condition on or before the Commencement Date, with Landlord's Work substantially complete. If Landlord fails to deliver possession by the Commencement Date, this Lease shall not be void or voidable, but the Commencement Date shall be postponed until Landlord delivers possession. If Landlord fails to deliver possession within ninety (90) days after the scheduled Commencement Date, Tenant may terminate this Lease by written notice to Landlord.

ARTICLE 4

RENT

4.1 Payment of Base Rent. Tenant shall pay Base Rent in equal monthly installments, in advance, on or before the first (1st) day of each calendar month during the Term. If the Commencement Date is other than the first day of a calendar month, Base Rent for such partial month shall be prorated on a per diem basis. All payments of Base Rent shall be made to Landlord at the address set forth in Section 1.1, or to such other address as Landlord may designate in writing from time to time.

4.2 Gross Sales Defined. "Gross Sales" means the total selling price of all merchandise sold and services performed in, at, from, or through the Premises, whether for cash, credit, or otherwise, including (a) sales made by vending machines, lottery ticket sales commissions, ATM transaction fees, and other automated services; (b) deposits not refunded to customers; (c) finance charges collected by Tenant; and (d) amounts received from gift card redemptions. Gross Sales shall exclude: (i) returns and allowances to customers; (ii) sales of fixtures and equipment not in the ordinary course of business; (iii) sales taxes collected and remitted to taxing authorities; (iv) amounts received from WIC and SNAP transactions to the extent such amounts are reimbursements from government agencies; and (v) inter-company transfers of merchandise.

4.3 Percentage Rent Payment. Within thirty (30) days after the end of each calendar month, Tenant shall deliver to Landlord a statement certified by an officer of Tenant showing Gross Sales for the preceding month. If Gross Sales for any Lease Year exceed the Natural Breakpoint, Tenant shall pay Percentage Rent within thirty (30) days after the end of such Lease Year. Landlord may require interim payments of Percentage Rent on a monthly or quarterly basis once cumulative Gross Sales exceed the Natural Breakpoint.

4.4 Books and Records. Tenant shall keep and maintain at the Premises (or at Tenant's principal place of business) accurate books and records sufficient to determine Gross Sales, including daily cash register tapes, sales slips, and tax returns. Such records shall be retained for at least three (3) years after the end of each Lease Year. Landlord and its representatives shall have the right, upon reasonable prior notice during normal business hours, to audit and examine such records. If any audit discloses an understatement of Gross Sales of three percent (3%) or more for any Lease Year, Tenant shall pay the cost of such audit in addition to any deficiency in Percentage Rent plus interest at the Default Rate.

4.5 Late Payment; Default Rate. If any payment of Rent is not received by Landlord within five (5) days after its due date, Tenant shall pay a late charge equal to five percent (5%) of the overdue amount. In addition, any amount not paid when due shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less (the "**Default Rate**").

4.6 Additional Rent. All sums payable by Tenant under this Lease, other than Base Rent, including without limitation Percentage Rent, Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes, late charges, interest, and any other costs or expenses payable by Tenant, shall be deemed "**Additional Rent**" and shall be collectible in the same manner as Base Rent. The term "**Rent**" as used in this Lease shall mean Base Rent and Additional Rent collectively.

ARTICLE 5

OPERATING EXPENSES AND REAL ESTATE TAXES

5.1 Operating Expenses Defined. "Operating Expenses" means all costs and expenses incurred by Landlord in operating, maintaining, repairing, and managing the Shopping Center and Common Areas, including but not limited to: (a) costs of maintaining, repairing, and resurfacing parking areas, driveways, sidewalks, and landscaping; (b) costs of operating, maintaining, and repairing Common Area lighting, signage, and utility systems; (c) costs of trash removal and recycling services; (d) costs of security services and equipment; (e) costs of snow and ice removal; (f) insurance premiums for the Shopping Center; (g) management fees not exceeding five percent (5%) of gross revenues; (h) wages and benefits for on-site personnel; and (i) administrative costs equal to three percent (3%) of Operating Expenses.

5.2 Exclusions from Operating Expenses. Operating Expenses shall not include: (a) costs of capital improvements, except to the extent amortized over the useful life of such improvements using a market interest rate, and then only if such improvements are required by law or are reasonably expected to reduce Operating Expenses; (b) costs of leasing commissions, tenant improvements, and other costs of leasing space; (c) costs of correcting defects in the original construction of the Shopping Center; (d) costs of financing or refinancing the Shopping Center; (e) depreciation; (f) executive salaries above the level of property manager; (g) costs incurred due to Landlord's negligence or willful misconduct; (h) costs of any litigation with tenants or other parties; and (i) costs covered by insurance or condemnation proceeds.

5.3 Anchor Tenant Cap. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of Controllable Operating Expenses (as defined below) for any calendar year shall not exceed one hundred five percent (105%) of Tenant's Pro Rata Share of Controllable Operating Expenses for the immediately preceding calendar year. "**Controllable Operating Expenses**" means all Operating Expenses other than Real Estate Taxes, insurance premiums, utilities, and snow removal costs.

5.4 Real Estate Taxes. "Real Estate Taxes" means all real property taxes, assessments (general and special), and governmental charges levied upon the Shopping Center, including any taxes imposed in lieu of or in addition to ad valorem real property taxes. Tenant shall pay Tenant's Pro Rata Share of Real Estate Taxes as Additional Rent. If Landlord contests any Real Estate Taxes, the costs of such contest shall be included in Real Estate Taxes, and any refund or reduction obtained shall be credited to tenants based on their respective Pro Rata Shares.

5.5 Estimated Payments. Prior to the commencement of each calendar year (or as soon thereafter as practicable), Landlord shall provide Tenant with a written estimate of Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes for such year. Tenant shall pay one-twelfth (1/12) of such estimate with each monthly installment of Base Rent. Within ninety (90) days after the end of each calendar year, Landlord shall provide Tenant with a statement showing actual Operating Expenses and Real Estate Taxes for such year. If Tenant's payments exceeded Tenant's actual share, Landlord shall credit the overpayment against future payments of Rent (or refund the overpayment if the Term has expired). If Tenant's payments were less than Tenant's actual share, Tenant shall pay the deficiency within thirty (30) days.

5.6 Audit Rights. Within one hundred eighty (180) days after receipt of Landlord's annual statement, Tenant may, upon reasonable prior notice, audit Landlord's books and records relating to Operating Expenses and Real Estate Taxes. If such audit reveals that Tenant was overcharged by more than three percent (3%), Landlord shall reimburse Tenant for the reasonable cost of the audit in addition to the overcharge, plus interest at the Default Rate.

ARTICLE 6

USE AND OPERATION

6.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use and for no other purpose without Landlord's prior written consent. Tenant shall operate its business in the Premises in a first-class manner consistent with the operation of comparable grocery supermarkets in the Denver metropolitan area.

6.2 Exclusive Use. So long as Tenant is not in default under this Lease beyond any applicable cure period, Landlord shall not lease any other space in the Shopping Center to any tenant whose primary use (defined as more than fifty percent (50%) of the tenant's gross leasable area) is a grocery store, supermarket, or similar food retail establishment offering a full line of groceries, produce, meat, and dairy products for off-premises consumption. This exclusive use provision shall not apply to: (a) specialty food retailers such as bakeries, delicatessens, butcher shops, and wine merchants with less than five thousand (5,000) square feet; (b) convenience stores with less than three thousand (3,000) square feet; (c) restaurants; or (d) warehouse club or membership club retailers.

6.3 Continuous Operation. Throughout the Term, Tenant shall continuously operate its grocery store business in at least eighty percent (80%) of the Premises during normal business hours, which shall be at least 7:00 a.m. to 10:00 p.m. daily, or such other hours as are consistent with comparable grocery stores in the trade area. Notwithstanding the foregoing, Tenant may temporarily close the Premises for periods not exceeding (a) seven (7) days for remodeling, (b) thirty (30) days following damage by fire or other casualty, or (c) such period as may be required by governmental order or force majeure.

6.4 Go-Dark Rights. Notwithstanding Section 6.3, Tenant shall have the right to cease operations ("Go Dark") after the fifth (5th) Lease Year, provided that: (a) Tenant gives Landlord at least one hundred eighty (180) days prior written notice; (b) Tenant continues to pay all Rent and other amounts due under this Lease; (c) Tenant maintains the Premises in good condition and appearance, including maintaining appropriate lighting and window displays; and (d) Tenant does not assign this Lease or sublet the Premises without Landlord's consent during any period when the Premises are dark. If Tenant Goes Dark and Landlord secures a replacement tenant within the following twenty-four (24) months, Landlord may terminate this Lease upon sixty (60) days' written notice to Tenant.

6.5 Prohibited Uses. Tenant shall not use or permit the use of the Premises for any of the following: (a) any use that is illegal or creates a nuisance; (b) any use that generates excessive noise, odors, or vibrations; (c) the storage of hazardous materials in excess of quantities reasonably necessary for Tenant's operations; (d) adult entertainment or the sale of pornographic materials; (e) gambling or gaming establishments; (f) pawn shops or payday

lending; (g) gun or ammunition sales; or (h) any use that would increase Landlord's insurance premiums or void Landlord's insurance coverage.

6.6 Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, ordinances, regulations, and orders relating to Tenant's use and occupancy of the Premises, including without limitation the Americans with Disabilities Act, environmental laws, food safety regulations, and liquor licensing requirements.

ARTICLE 7

MAINTENANCE AND REPAIRS

7.1 Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain the Premises in good order, condition, and repair, including but not limited to: (a) all interior walls, ceilings, floors, and floor coverings; (b) all doors, windows, and store fronts; (c) all electrical, plumbing, heating, ventilation, and air conditioning systems exclusively serving the Premises; (d) all fixtures, equipment, and trade fixtures; (e) the loading dock area exclusively serving the Premises; and (f) all signage. Tenant shall enter into a maintenance contract with a reputable HVAC contractor for quarterly inspection and maintenance of all HVAC equipment serving the Premises, and shall provide Landlord with a copy of such contract.

7.2 Landlord's Obligations. Landlord shall maintain in good order, condition, and repair: (a) the structural components of the Building, including the foundation, exterior walls, and roof structure (but not the roof membrane, which shall be Tenant's responsibility for that portion of the roof above the Premises); (b) all Common Areas; (c) all utility systems and equipment serving the Shopping Center generally; and (d) the exterior of the Building, including painting and weatherproofing. Notwithstanding the foregoing, Tenant shall be responsible for the cost of any repairs necessitated by Tenant's negligence or willful misconduct, or by alterations or improvements made by Tenant.

7.3 Roof Maintenance. Tenant shall maintain the roof membrane above the Premises in good condition and shall repair any leaks or damage thereto. Tenant shall enter into a roof maintenance contract with a reputable roofing contractor providing for annual inspections and routine maintenance. If the roof requires replacement during the Term, Landlord shall perform such replacement and Tenant shall pay the cost thereof, amortized over the useful life of the new roof (not less than twenty (20) years) at a market interest rate, with only the amortized portion allocable to the remaining Term payable by Tenant.

7.4 Landlord's Right to Perform. If Tenant fails to perform any maintenance or repair obligation under this Article 7, Landlord may, upon ten (10) days' prior written notice (or without notice in the case of an emergency), perform such work and Tenant shall reimburse Landlord for the cost thereof, plus an administrative fee of fifteen percent (15%), within thirty (30) days after demand.

ARTICLE 8

ALTERATIONS AND IMPROVEMENTS

8.1 Landlord's Consent Required. Tenant shall not make any alterations, additions, or improvements to the Premises ("Alterations") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed for non-structural Alterations that do not affect the Building systems or exterior appearance. Landlord's consent shall not be required for cosmetic changes (such as repainting, replacing floor coverings, or updating fixtures) that cost less than One Hundred Thousand Dollars (\$100,000.00) in the aggregate during any twelve-month period.

8.2 Requirements for Alterations. All Alterations shall be performed: (a) in a good and workmanlike manner; (b) in accordance with plans and specifications approved by Landlord; (c) by licensed and insured contractors; (d) in compliance with all applicable laws and building codes; and (e) in a manner that does not interfere with the operation of other tenants in the Shopping Center. Tenant shall obtain all necessary permits and approvals before commencing any Alterations.

8.3 Ownership of Alterations. All Alterations shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Premises at the expiration or termination of this Lease, unless Landlord requires Tenant to remove any Alterations, in which case Tenant shall remove such Alterations and restore the Premises to its original condition at Tenant's expense. Notwithstanding the foregoing, Tenant's trade fixtures, equipment, and personal property shall remain the property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease.

8.4 Remodel Requirements. Tenant shall remodel and update the Premises no less frequently than once every seven (7) years during the Term, at a cost of no less than Twenty Dollars (\$20.00) per square foot of the Premises. Such remodel shall be consistent with Tenant's then-current prototype store design and shall be subject to Landlord's approval, which shall not be unreasonably withheld.

ARTICLE 9

INSURANCE

9.1 Tenant's Insurance. Throughout the Term, Tenant shall maintain, at its sole cost and expense, the following insurance coverages: (a) commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate, including coverage for premises liability, products liability, completed operations, and liquor liability (if applicable); (b) property insurance covering Tenant's merchandise, fixtures, equipment, and improvements, in an amount equal to the full replacement cost thereof; (c) business interruption insurance covering at least twelve (12) months of Rent and other expenses; (d) workers' compensation insurance as required by law; and (e) umbrella liability insurance with limits of not less than Twenty-Five Million Dollars (\$25,000,000.00).

9.2 Policy Requirements. All insurance policies required to be maintained by Tenant shall: (a) be written by insurance companies licensed to do business in Colorado with an A.M. Best rating of A- or better; (b) name Landlord, Landlord's property manager, and Landlord's lender as additional insureds (for liability policies); (c) provide for at least thirty (30) days' prior

written notice to Landlord before cancellation or material modification; and (d) be primary and non-contributing with any insurance maintained by Landlord.

9.3 Landlord's Insurance. Landlord shall maintain: (a) property insurance covering the Building and Common Areas in an amount equal to the full replacement cost thereof; (b) commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (c) such other insurance as Landlord's lender may require. The cost of such insurance shall be included in Operating Expenses.

9.4 Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, and against the officers, employees, agents, and representatives of the other, for loss of or damage to the waiving party's property to the extent such loss or damage is covered by insurance maintained by the waiving party or required to be maintained by the waiving party under this Lease. Each party shall obtain a waiver of subrogation endorsement from its insurance carriers.

ARTICLE 10

INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Tenant's Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Tenant's use or occupancy of the Premises; (b) any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises; (c) any breach or default by Tenant in the performance of any obligation under this Lease; and (d) any negligent or wrongful act or omission of Tenant or its employees, agents, or contractors. This indemnification shall survive the expiration or termination of this Lease.

10.2 Landlord's Indemnification. Landlord shall indemnify, defend, and hold harmless Tenant and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any breach or default by Landlord in the performance of any obligation under this Lease; (b) any negligent or wrongful act or omission of Landlord or its employees, agents, or contractors; and (c) any condition of the Common Areas or Building systems to the extent caused by Landlord's failure to maintain the same as required by this Lease.

10.3 Limitation of Landlord's Liability. Notwithstanding anything to the contrary in this Lease, Tenant's sole recourse for any claim against Landlord shall be limited to Landlord's interest in the Shopping Center and the rents and profits therefrom. In no event shall any officer, director, member, partner, or shareholder of Landlord have any personal liability under this Lease. In no event shall Landlord be liable to Tenant for any indirect, consequential, special, or punitive damages, including lost profits or business interruption.

ARTICLE 11

ASSIGNMENT AND SUBLetting

11.1 Landlord's Consent Required. Tenant shall not assign this Lease or sublease all or any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that the proposed assignee or subtenant: (a) has a net worth and financial capability at least equal to that of Tenant as of the Effective Date; (b) will operate a first-class grocery store substantially similar to Tenant's current operations; (c) has experience in operating grocery stores of comparable size; and (d) is not a governmental entity or a tenant of any other space in the Shopping Center.

11.2 Permitted Transfers. Notwithstanding Section 11.1, Tenant may, without Landlord's consent but upon prior written notice to Landlord, assign this Lease or sublease the Premises to: (a) any parent, subsidiary, or affiliate of Tenant; (b) any entity resulting from a merger, consolidation, or reorganization of Tenant; or (c) any entity acquiring all or substantially all of Tenant's assets, provided that in each case the assignee or subtenant assumes all of Tenant's obligations under this Lease and the assignee or subtenant has a net worth at least equal to that of Tenant as of the date of such transaction.

11.3 Recapture Right. If Tenant requests Landlord's consent to an assignment or sublease (other than a Permitted Transfer), Landlord shall have the option, exercisable within thirty (30) days after receipt of such request, to terminate this Lease as to the space proposed to be assigned or subleased. If Landlord exercises such option, this Lease shall terminate as to such space effective as of the proposed effective date of the assignment or sublease.

11.4 Excess Rent. If Tenant assigns this Lease or subleases the Premises (other than pursuant to a Permitted Transfer), fifty percent (50%) of any rent or other consideration received by Tenant in excess of the Rent payable under this Lease (after deducting Tenant's reasonable transaction costs, including brokerage commissions, legal fees, and tenant improvement costs) shall be paid to Landlord as Additional Rent.

11.5 No Release. No assignment or sublease shall release Tenant from its obligations under this Lease unless Landlord expressly agrees in writing to such release. Tenant shall remain primarily liable for all obligations under this Lease notwithstanding any assignment or sublease.

ARTICLE 12

SIGNAGE

12.1 Anchor Signage Rights. Tenant shall have the right to install and maintain the following signage: (a) one (1) illuminated channel letter sign on the primary storefront elevation of the Premises, not to exceed forty-eight inches (48") in height and the width of the Premises' storefront; (b) one (1) illuminated channel letter sign on each secondary elevation of the Premises visible from a public road; (c) one (1) monument sign at the primary entrance to the Shopping Center, with Tenant's name positioned at the top of such monument; and (d) one (1) directional sign within the parking lot near the Premises. All signage shall be subject to Landlord's reasonable approval as to design, materials, and placement, and shall comply with all applicable laws and ordinances.

12.2 Pylon Sign Rights. If a pylon sign exists or is erected at the Shopping Center, Tenant shall have the right to the top position on such pylon sign, with the largest panel available.

The cost of installing, maintaining, and removing Tenant's panel on the pylon sign shall be borne by Tenant.

12.3 Removal Upon Termination. Upon the expiration or termination of this Lease, Tenant shall remove all of its signage and repair any damage caused by such removal, at Tenant's sole cost and expense.

ARTICLE 13

DEFAULT AND REMEDIES

13.1 Events of Default. Each of the following shall constitute an "**Event of Default**" by Tenant: (a) failure to pay any Rent or other sum when due, if such failure continues for ten (10) days after written notice from Landlord; (b) failure to perform any other obligation under this Lease, if such failure continues for thirty (30) days after written notice from Landlord (or such longer period as may be reasonably required to cure such default, provided Tenant commences cure within such thirty-day period and diligently pursues cure to completion, but in no event longer than ninety (90) days); (c) the filing of a petition by or against Tenant under any bankruptcy or insolvency law, if not dismissed within sixty (60) days; (d) the making by Tenant of a general assignment for the benefit of creditors; (e) the abandonment of the Premises; or (f) any material misrepresentation by Tenant in this Lease or in any document delivered to Landlord in connection herewith.

13.2 Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the right, at its option: (a) to terminate this Lease by written notice to Tenant, in which case Tenant shall immediately surrender possession of the Premises; (b) to re-enter and take possession of the Premises without terminating this Lease, and to relet the Premises on behalf of Tenant; or (c) to pursue any other remedy available at law or in equity. If Landlord elects to relet the Premises, Tenant shall remain liable for all Rent and other amounts due under this Lease, less any net proceeds received by Landlord from such reletting, after deducting all costs incurred by Landlord in connection with such reletting (including brokerage commissions, legal fees, and tenant improvement costs).

13.3 Landlord's Default. Landlord shall be in default under this Lease if Landlord fails to perform any obligation under this Lease within thirty (30) days after written notice from Tenant specifying such failure (or such longer period as may be reasonably required to cure such default, provided Landlord commences cure within such thirty-day period and diligently pursues cure to completion). In the event of Landlord's default, Tenant may, in addition to any other remedies available at law or in equity: (a) perform such obligation on behalf of Landlord and offset the reasonable cost thereof against Rent; or (b) if such default materially interferes with Tenant's use of the Premises for a period exceeding sixty (60) consecutive days, terminate this Lease upon thirty (30) days' written notice to Landlord.

ARTICLE 14

DAMAGE AND DESTRUCTION

14.1 Damage to Premises. If the Premises are damaged by fire or other casualty, Landlord shall repair such damage with reasonable diligence, and Rent shall abate proportionately

based on the portion of the Premises rendered unusable. If the damage cannot be repaired within two hundred seventy (270) days after the casualty (as reasonably determined by Landlord's architect), either party may terminate this Lease by written notice to the other within thirty (30) days after such determination.

14.2 Damage to Shopping Center. If more than fifty percent (50%) of the Shopping Center is damaged by fire or other casualty, Landlord may elect to terminate this Lease by written notice to Tenant within sixty (60) days after such casualty, even if the Premises are not damaged or are only partially damaged.

14.3 Tenant's Termination Right. If Landlord has not substantially completed the repair of the Premises within three hundred sixty (360) days after the casualty (subject to extension for force majeure), Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after the expiration of such period.

ARTICLE 15

CONDEMNATION

15.1 Total Taking. If all or substantially all of the Premises is taken by eminent domain, this Lease shall terminate as of the date of such taking, and Rent shall be apportioned as of such date.

15.2 Partial Taking. If a portion of the Premises is taken by eminent domain and the remaining portion is sufficient for Tenant to continue operating its business, this Lease shall continue in full force and effect, and Rent shall be reduced proportionately based on the square footage taken. If the remaining portion is insufficient for Tenant to operate its business, Tenant may terminate this Lease by written notice to Landlord within sixty (60) days after such taking.

15.3 Condemnation Award. All compensation awarded for any taking shall belong to Landlord, except that Tenant shall be entitled to receive any separate award for the taking of Tenant's trade fixtures, equipment, and inventory, and for Tenant's moving and relocation expenses.

ARTICLE 16

SUBORDINATION, ATTORNMENT, AND ESTOPPEL

16.1 Subordination. This Lease shall be subordinate to any mortgage, deed of trust, or other security instrument now or hereafter encumbering the Shopping Center, provided that the holder of such instrument agrees in writing to recognize this Lease and not disturb Tenant's possession so long as Tenant is not in default under this Lease. Landlord shall obtain and deliver to Tenant a subordination, non-disturbance, and attornment agreement ("SNDA") from any current lender within thirty (30) days after the Effective Date, and shall use commercially reasonable efforts to obtain an SNDA from any future lender.

16.2 Attornment. If Landlord's interest in this Lease is transferred by reason of foreclosure or deed in lieu of foreclosure, Tenant shall attorn to the transferee as landlord under this Lease, provided such transferee agrees to be bound by the terms of this Lease.

16.3 Estoppel Certificates. Within fifteen (15) business days after request by either party, the other party shall execute and deliver an estoppel certificate certifying: (a) that this Lease is in full force and effect and has not been modified (or specifying any modifications); (b) the Commencement Date and expiration date of the Term; (c) the amount of Rent currently payable; (d) the date through which Rent has been paid; (e) whether any party is in default under this Lease (and if so, specifying such default); and (f) such other matters as may be reasonably requested.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Entire Agreement. This Lease, together with all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings. This Lease may not be modified except by a written instrument signed by both parties.

17.2 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles. Any dispute arising under this Lease shall be resolved in the state or federal courts located in Denver, Colorado, and each party consents to the exclusive jurisdiction of such courts.

17.3 Notices. All notices required or permitted under this Lease shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by overnight courier with confirmed delivery; or (c) sent by certified mail, return receipt requested, postage prepaid. Notices shall be sent to the addresses set forth in Article 1, or to such other addresses as may be designated in writing by either party.

17.4 Waiver. No waiver of any provision of this Lease shall be effective unless in writing signed by the waiving party. No failure or delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be deemed a waiver of any subsequent breach.

17.5 Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

17.6 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.7 Quiet Enjoyment. So long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant shall peaceably and quietly enjoy the Premises without disturbance by Landlord or anyone claiming by, through, or under Landlord.

17.8 Force Majeure. Neither party shall be liable for any failure or delay in performing any obligation under this Lease (other than the payment of Rent) if such failure or delay results from causes beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, governmental actions, pandemics, and natural disasters.

17.9 Brokers. Landlord and Tenant each represent and warrant to the other that it has not dealt with any real estate broker or agent in connection with this Lease other than CBRE, Inc. (representing Landlord) and JLL (representing Tenant). Landlord shall pay any commission due to such brokers pursuant to a separate agreement. Each party shall indemnify and hold harmless the other from any claim by any broker or agent claiming through such party.

17.10 Recording. Neither party shall record this Lease without the other party's prior written consent. Upon request by either party, the parties shall execute and record a memorandum of this Lease in the form attached hereto as **Exhibit D**.

17.11 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

17.12 Attorneys' Fees. In any action or proceeding arising out of or related to this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

17.13 Counterparts; Electronic Signatures. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

WILLOW CREEK RETAIL PARTNERS, LLC

a Delaware limited liability company

By: _____

Name: Robert J. Morrison

Title: Managing Member

Date: _____

TENANT:

ANCHOR GROCERY INC.

a Colorado corporation

By: _____

Name: Sarah L. Chen

Title: Chief Executive Officer

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL 1:

A parcel of land situated in the Northeast Quarter of Section 15, Township 4 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 15; thence South 89°52'30" West along the North line of said Section 15 a distance of 660.00 feet to the TRUE POINT OF BEGINNING; thence South 00°07'30" East a distance of 825.00 feet; thence South 89°52'30" West a distance of 550.00 feet; thence North 00°07'30" West a distance of 825.00 feet to a point on the North line of said Section 15; thence North 89°52'30" East along said North line a distance of 550.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 10.41 acres, more or less, and is commonly known as 2400 Willow Creek Boulevard, Lakewood, Colorado 80401.

Assessor's Parcel Number: 39-154-00-015

EXHIBIT B

SITE PLAN AND PREMISES

[Site Plan to be attached showing:

- Location of Premises (Suite 120) within Shopping Center
- Total square footage: 45,000 sq. ft.
- Dedicated parking areas (225 spaces)
- Reserved employee parking (10 spaces)
- Loading dock area with 3 truck bays
- Signage locations
- Common Areas]

EXHIBIT C

LANDLORD'S WORK

Landlord shall perform the following work at Landlord's sole cost and expense prior to delivering possession of the Premises to Tenant:

- 1. Shell Condition:** Deliver the Premises in warm shell condition, including exterior walls, roof, and floor slab.
- 2. HVAC:** Install roof-mounted HVAC units sized for grocery store use (minimum 200 tons capacity).
- 3. Electrical:** Provide 2,000-amp, 277/480-volt, 3-phase electrical service to a main panel at the Premises.
- 4. Plumbing:** Provide 4-inch water service and 6-inch sewer connection stubbed to the Premises.
- 5. Gas:** Provide natural gas service sized for grocery store use (minimum 500 CFH).
- 6. Fire Protection:** Install fire sprinkler system with 8-inch water supply.
- 7. Loading Dock:** Complete loading dock area with three (3) dock doors, levelers, and weather seals.
- 8. Tenant Improvement Allowance:** Landlord shall provide Tenant with a tenant improvement allowance of Sixty Dollars (\$60.00) per square foot of the Premises (\$2,700,000.00 total) toward Tenant's construction of its improvements.

EXHIBIT D

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into as of March 1, 2026, by and between WILLOW CREEK RETAIL PARTNERS, LLC, a Delaware limited liability company ("Landlord"), and ANCHOR GROCERY INC., a Colorado corporation ("Tenant").

1. Premises: Approximately 45,000 square feet, Suite 120, Willow Creek Shopping Center, 2400 Willow Creek Boulevard, Lakewood, Colorado 80401.

2. Term: Fifteen (15) years commencing March 1, 2026, with four (4) options to renew for five (5) years each.

3. Use: Full-service grocery supermarket.

4. Recording: This Memorandum is recorded for the purpose of giving notice of the Lease and the rights of the parties thereunder. Reference is made to the Lease for a complete statement of all terms and conditions.

[Remainder of page intentionally left blank; signature pages follow]