FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is entered into as of July 20th, 2026 (the "Amendment Effective Date"), by and between Larchmont Corner, LLC, a New York limited liability company, having an address c/o Developers Consolidated Realty, LLC, 75 S. Greeley Ave., Suite 204, Chappaqua, New York 10514 ("Landlord"), and ELM ST LLC, a Connecticut limited liability company having an address of 12 Cecil Place, New Canaan, Connecticut 06840 ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease made as of June 5, 2025, demising the premises known as 124 Chatsworth Avenue, Larchmont, New York 10538 (the "Demised Premises");

WHEREAS, Tenant's principals, Spencer Thune and Shannon Shockley, each personally and unconditionally guaranteed Tenant's obligations under the Lease to the extent set forth in the Limited Guaranty executed concurrently therewith;

WHEREAS, pursuant to Section 2.02 of the Lease, the "Rent Commencement Date" is presently defined, in pertinent part, by reference to the earlier of, *inter alia*, two hundred forty (240) days after Tenant's receipt of construction permits or the date Tenant opens for business;

WHEREAS, pursuant to Article 7 of the Lease, Landlord agreed to provide Tenant with a tenant improvement allowance in the original amount of One Hundred Ninety-Six Thousand One Hundred Seventy Dollars ($196,170.00);

WHEREAS, Tenant has encountered delays in connection with the permitting process for the Demised Premises;

WHEREAS, in light of such permitting delays, Landlord has agreed, as a negotiated accommodation to Tenant and subject strictly to the terms and conditions of this Amendment, to amend the Lease to shorten the outside period for the Rent Commencement Date and to reduce the Tenant Allowance, as more particularly set forth herein; and

WHEREAS, Landlord's execution and delivery of this Amendment is not intended to constitute, and shall not be construed as constituting, any waiver, cure, extension, tolling, forbearance, relinquishment, impairment, or modification of any right or remedy of Landlord under the Lease, whether presently existing or hereafter arising, including, without limitation, Landlord's rights with respect to Tenant's permitting obligations and Landlord's express right to terminate the Lease in accordance with Section 2.02 thereof.

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

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

2. Amendment to Rent Commencement Date. Section 2.02 of the Lease is hereby amended by deleting the phrase "two hundred forty (240) days" in the definition of "Rent Commencement Date" and substituting therefor the phrase "one hundred eighty (180) days." Accordingly, from and after the Amendment Effective Date, the "Rent Commencement Date" shall mean and refer to the earlier of: (a) one hundred eighty (180) days after Tenant's receipt of construction permits; or (b) the date Tenant opens for business. For the avoidance of doubt, the foregoing amendment shall apply to Tenant's receipt of construction permits whether such permits were received before, on, or after the Amendment Effective Date. Nothing contained herein shall be deemed to extend, restart, suspend, toll, waive, or otherwise modify the date from which such one hundred eighty (180) day period is measured.

3. Amendment to Tenant Allowance. Article 7 of the Lease is hereby amended by deleting the phrase "One Hundred Ninety-Six Thousand One Hundred Seventy Dollars ($196,170.00)" where it appears in connection with the Tenant Allowance and substituting therefor the phrase "One Hundred Seventy-Five Thousand Dollars ($175,000.00)." Accordingly, from and after the Amendment Effective Date, the Tenant Allowance shall be One Hundred Seventy-Five Thousand Dollars ($175,000.00), subject in all respects to the conditions, limitations, procedures, draw requirements, and other provisions of the Lease governing the Tenant Allowance, except solely to the extent expressly modified by this Amendment. Tenant acknowledges and agrees that the reduced Tenant Allowance set forth herein is a material and bargained-for term of this Amendment, that Landlord shall have no obligation to fund or disburse any amount in excess of One Hundred Seventy-Five Thousand Dollars ($175,000.00), and that all costs of Tenant's Work in excess of the Tenant Allowance shall remain Tenant's sole responsibility.

4. Tenant Permitting Delays; No Waiver; Reservation of Rights. Tenant acknowledges and agrees that the amendments set forth in Sections 2 and 3 of this Amendment are being made in consideration of, and in response to, delays attributable to Tenant in connection with the permitting process for the Demised Premises.

Without limiting the generality of the foregoing, Tenant acknowledges and agrees that Landlord's execution, delivery, or performance of this Amendment shall not constitute, and shall not be deemed or construed to constitute: (a) a waiver by Landlord of any existing or future default, breach, delay, failure, right, remedy, claim, or defense under the Lease; (b) a cure of any default, breach, delay, or failure by Tenant under the Lease, whether existing as of the Amendment Effective Date or arising thereafter; (c) an extension, suspension, tolling, waiver,

modification, or reset of any deadline, condition, diligence obligation, permitting obligation, or other obligation of Tenant under the Lease, except solely to the extent expressly and specifically set forth in this Amendment; (d) a waiver, release, impairment, or modification of any right or remedy that has accrued in favor of Landlord before the Amendment Effective Date; (e) an agreement by Landlord to forbear from exercising any right or remedy under the Lease; or (f) a waiver, release, impairment, limitation, or modification of Landlord's right to terminate the Lease if Tenant fails to obtain, or diligently pursue, applicable permits, or if Landlord determines, in its sole and absolute discretion, that obtaining applicable permits is not feasible or commercially reasonable.

For the avoidance of doubt, Landlord expressly reserves all rights and remedies under the Lease, at law, and in equity, whether existing as of the Amendment Effective Date or arising thereafter. Landlord's agreement to enter into this Amendment shall not prevent, limit, condition, impair, or otherwise restrict Landlord's right to terminate the Lease in accordance with Section 2.02 of the Lease, including, without limitation, the provisions permitting Landlord to terminate the Lease upon thirty (30) days' written notice to Tenant if applicable permits are not obtained within the periods set forth therein or if Landlord determines, in its sole and absolute discretion, that obtaining applicable permits is not feasible or commercially reasonable.

5. Tenant Acknowledgment; No Further Concessions. Tenant acknowledges and agrees that the amendments expressly set forth in this Amendment constitute the full and complete accommodation being provided by Landlord in connection with Tenant's permitting delays. Tenant further acknowledges and agrees that Tenant is not entitled to, and Landlord has not agreed to provide, any additional rent abatement, allowance, credit, offset, extension, deferral, concession, reimbursement, or other relief in connection with such permitting delays or otherwise, except as expressly provided in this Amendment.

6. Tenant Acknowledgment Regarding Claims, Defenses, and Offsets. Tenant represents, warrants, acknowledges, and agrees that, as of the Amendment Effective Date, Tenant has no claims, demands, causes of action, offsets, defenses, abatements, deductions, credits, or counterclaims against Landlord arising out of or relating to the Lease, the Demised Premises, Tenant's Work, the permitting process, the Tenant Allowance, or any matter existing as of the Amendment Effective Date.

Tenant further represents, warrants, acknowledges, and agrees that Tenant has not assigned, transferred, conveyed, pledged, or otherwise encumbered any claim, demand, cause of action, or right against Landlord to or in favor of any third party.

Tenant remains fully obligated to perform all obligations of Tenant under the Lease, except solely to the extent expressly modified by this Amendment.

Tenant further acknowledges and agrees that Landlord's execution and delivery of this Amendment shall not constitute a waiver, release, impairment, limitation, modification,

extension, tolling, or relinquishment of any right or remedy of Landlord under the Lease, including, without limitation, any right of termination arising from Tenant's failure to timely obtain, or diligently pursue, applicable permits.

7. Ratification of Lease. Except as expressly amended by this Amendment, the Lease is hereby ratified and confirmed and shall remain unmodified and in full force and effect in accordance with its terms. Tenant hereby reaffirms all covenants, agreements, obligations, representations, warranties, and liabilities of Tenant under the Lease, as amended hereby. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and control solely with respect to the subject matter expressly addressed herein.

8. Authority. Each party represents and warrants to the other that it has full right, power, and authority to enter into this Amendment, that the individual executing this Amendment on behalf of such party is duly authorized to do so, and that this Amendment constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

9. Brokers. Each party represents and warrants to the other that it has not dealt with any broker, finder, consultant, or other intermediary in connection with this Amendment. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any breach by Tenant of the foregoing representation.

10. Costs and Expenses. Each party shall bear its own attorneys' fees and costs incurred in connection with the negotiation and execution of this Amendment, except that nothing contained herein shall limit Landlord's right to recover attorneys' fees, costs, or expenses to the extent provided in the Lease, this Amendment, or applicable law.

11. No Further Modification. This Amendment may not be amended, modified, supplemented, waived, discharged, or terminated except by a written instrument executed by Landlord and Tenant.

12. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures delivered by electronic transmission, including PDF or electronic signature platform, shall be deemed original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease as of the date first written above.

LANDLORD:

LARCHMONT CORNER, LLC, a New York limited liability company

By: Dan Richman
Title: Manager

TENANT:

ELM ST LLC, a Connecticut limited liability company

By: Spencer Thune
Title: Owner

CONSENT AND REAFFIRMATION OF GUARANTORS

Each of the undersigned guarantors hereby acknowledges receipt of, consents to, and agrees to be bound by the foregoing First Amendment to Lease to the extent applicable to such guarantor's obligations under the Limited Guaranty executed in connection with the Lease. Each guarantor hereby ratifies, confirms, and reaffirms all of such guarantor's obligations under the Limited Guaranty and acknowledges and agrees that the Limited Guaranty remains in full force and effect in accordance with its terms. Without limiting the foregoing, each guarantor acknowledges and agrees that the execution and delivery of this Amendment, the reduction of the Tenant Allowance, the amendment to the Rent Commencement Date, and the other agreements and modifications set forth herein shall not release, discharge, impair, reduce, limit, modify, or otherwise affect such guarantor's obligations under the Limited Guaranty. Each guarantor further acknowledges and agrees that Landlord's rights and remedies under the Lease, this Amendment, and the Limited Guaranty are expressly reserved in all respects.

GUARANTOR:

Spencer Thune
Date: 7/20/26

Shannon Shockley
Date: 7-21-26