



7600 Jericho Turnpike
Woodbury, New York 11797
516-496-8888 TEL
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_____, 2010

Kenneth Schuckman
Schuckman Realty Inc.
7600 Jericho Turnpike
Woodbury, NY 11797

**Re: Proposed Lease for _____, at _____, _____, _____
County, New York**

Dear Mr. Schuckman:

Pursuant to our recent conversations, we would be interested in pursuing lease negotiations at the above-referenced Development on the following terms:

TENANT: _____

LANDLORD: _____

PREMISES: Approximately _____ square feet (Approximately __' x __')

USE: Retail sales of _____

TERM: _____ years, with _____ renewal options of _____ years each, exercisable upon not less than _____ days prior written notice to Landlord.

RENT: \$____.00 PSF (\$_____ Per Annum)

INCREASES: ____% Per Annum

GUARANTEE: _____

SECURITY DEPOSIT: _____

POSSESSION DATE: Landlord shall deliver the Premises to Tenant with Landlord's Work (defined below) completed on or before _____ (the "Outside Delivery Date"). If Landlord does not deliver the Premises to Tenant with Landlord's Work

completed by the Outside Delivery Date, Tenant may terminate this Lease upon written notice to Landlord at any time prior to delivery of possession with Landlord's Work complete. If Tenant does not elect to terminate the Lease, then Tenant shall receive a rent credit equal to 2 days rent for each day after the Outside Delivery Date until Landlord delivers the Premises to Tenant with Landlord's Work complete.

COMMENCEMENT DATE:

Tenant's obligation to pay rent will commence _____() days after the date Landlord delivers possession of the Premises to Tenant with Landlord's Work complete and Tenant's receipt of all permits required for the construction of Tenant's leasehold improvements.

CAM, TAXES & INSURANCE:

Tenant will pay as additional rent Tenant's proportionate share of common area maintenance expenses, property taxes and insurance. Such costs are estimated not to exceed \$__.00 per square foot during the first year following the Commencement Date.

LANDLORD'S WORK:

SIGNAGE AND IMPROVEMENTS:

Subject to applicable laws, Tenant shall be permitted to install signs and exterior elevations on the building in which the Premises is situated. Tenant shall also be permitted to place signage on any pylon, monument and directional signs within the Development. Type of signage to be discussed.

EXCLUSIVE USE:

Neither Landlord nor its affiliates (including any entities owned, controlled or managed by Landlord or its principals) shall lease to, sell to or permit the existence of, any person, entity, kiosk or vending machine in the Development (including any expansions thereof), which derives 5% or more of its gross sales from the service or sale of _____.

BROKERAGE:

Any real estate broker's commissions will be the sole responsibility of Landlord. Tenant is unaware of any real estate brokers involved in this transaction other than Schuckman Realty Inc..

LEASE AGREEMENT:

Following the execution of this letter of intent, Landlord shall deliver to Tenant a form of lease agreement incorporating the terms and conditions contained in this letter of intent.

NON-BINDING EFFECT:

Landlord and Tenant acknowledge that neither this letter of intent nor any prior or subsequent course of conduct or dealing between the parties is intended to create or constitute any legally binding obligation on the parties hereto, and neither party hereto shall have any obligation or liability to the other party whatsoever at law or in equity (including any claims for contractual breach, detrimental reliance, promissory estoppel or otherwise, unless and until such time as both parties shall have executed and delivered a lease (and then only in accordance with the terms of such lease).

If you would like to pursue negotiations based upon the terms and conditions set forth above, please indicate so by executing below and returning this letter to my attention within 10 days. We look forward to your response.

Very truly yours,

SCHUCKMAN REALTY, INC.

AGREED TO AND ACCEPTED:

LANDLORD: _____

DATE: _____

TENANT: _____: _____

DATE: _____

EXHIBIT B

Cold Stone Creamery® Construction Requirements

Landlord shall be responsible for the following work, which shall be performed at Landlord's expense in accordance with plans and specifications prepared by Landlord's architect and constructed in compliance with all applicable laws, codes, ordinances and similar regulations, including without limitation, local planning, building and safety codes (together with any other work to be performed by Landlord pursuant to the Lease, "**Landlord's Work**"):

1. **Demolition:** Demolition of non-required existing structures or walls within the Premises. The Premises shall be delivered in broom clean condition and ready for construction of Tenant's improvements. Landlord shall remove any hazardous materials within the Premises.
2. **Structure:** A completely finished, watertight, fully insulated building shell and wooden floor housing the Premises, including a complete and finished storefront and entry system with double side-by-side 36" doors.
3. **Demising Walls:** Demising walls shall be sheet rock with adequate sound insulation, taped, sanded and ready for paint.
4. **Bathroom:** The Premises must contain one ADA toilet room, including one lavatory and one water closet in Tenant's specified location. Bathroom floors shall be concrete with smooth finish. Bathroom walls to be painted with semi-gloss enamel paint in Tenant's choice of color. **Tenant will accept at \$3,500 credit.**
5. **Utilities:** All utilities to be stubbed to the Premises in locations designated by Tenant or as shown on Tenant's plans and specifications, with the following specifications:
 - a. **Electricity:** Service and separate metering with 120/208 volt, 3-phase, 4-wire, 400-amp capacity (stubbed)
 - b. **Water:** One inch (1") water service stubbed to Premises.
 - c. **Sewer:** Four inch (4") sanitary sewer service stubbed.
 - d. **Fire sprinkler:** Existing
6. **Allowances:** Any allowances payable by Landlord hereunder shall be paid in two equal installments, with the first 50% payable upon completion of 50% of Tenant's leasehold improvements, and the balance payable within fifteen (15) days after Tenant opens for business in the Premises.