ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS THAT

the COOPE and by virtue	EREAS, VAIL'S GROVE RATIVE, is a cooperative of the laws of, the State ove, 5 Vail Boulevard, Brove, 5	e corporation of New York	n duly organia , having its pr	zed, and existincipal place	sting un	nder,
after referred	EREAS d to as the STOCKHOLD OVE COOPERATIVE, I	ER, within sa		ATIVE, and is	a tenai	nt of
COOPERAT	EREAS, the Proprietary ITIVE require the COOPE	-		_		
to SUBTENAN	NT, for the period per month rental, a	,	hereinafter	referred to	o as	the
	EREAS, the premises inverse Cooperative, Brewster, I					,
subtenancy,	V, THEREFORE, in constand for other good and NT agree with the COOPE	valuable con	sideration, the			
A.	That the STOCKHOLI of any installment of re			-		nent

C. The STOCKHOLDER will not extend or renew said sublease, and

The STOCKHOLDER will not modify, amend or abridge the

SUBTENANT'S lease agreement heretofore submitted for approval to the COOPERATIVE and attached hereto, and made part hereof, and will not

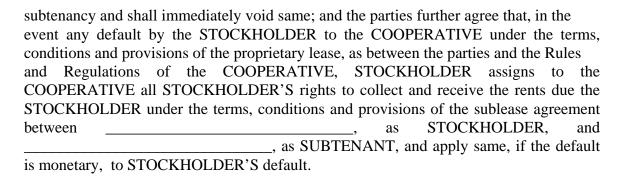
D. The STOCKHOLDER will not enter into any new sublease.

grant any concessions in connection therewith, and

Any of the above acts by the STOCKHOLDER, if done without the COOPERATIVE'S consent, shall be, at the option of the COOPERATIVE, null and void and shall be deemed a breach of the COOPERATIVE'S consent and approval of the

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B.



STOCKHOLDER hereby irrevocably authorizes and directs said SUBTENANT, and/or any person claiming to be a successor to SUBTENANT'S interest, and subtenant agrees upon receipt of any written request of the COOPERATIVE, stating that a default exists under the proprietary lease, as between the COOPERATIVE STOCKHOLDER, or a default exists between them as to the payment of any monies due under said proprietary lease, to pay to the COOPERATIVE the rent due, and to become due, under the sublease agreement. STOCKHOLDER agrees that the SUBTENANT shall have the right to rely upon any such statement and request by the COOPERATIVE; that the SUBTENANT shall pay such rents to the COOPERATIVE, without any obligation or right to inquire as to whether such default actually exists; and, notwithstanding any notice from or claim of, the STOCKHOLDER to the contrary; and that the STOCKHOLDER shall have no right to claim against the SUBTENANT for any such rents so paid by the SUBTENANT to the COOPERATIVE. Upon the curing of all defaults, the COOPERATIVE shall give written notice thereof to the STOCKHOLDER and SUBTENANT; and, thereafter, until the possible receipt of any further similar written request or demand of the COOPERATIVE, SUBTENANT shall pay the rents to the STOCKHOLDER.

In the event of the failure of the SUBTENANT to pay the rents to the COOPERATIVE as hereinabove provided, it is agreed between all the parties that the COOPERATIVE shall have the same legal remedies, including but not limited to summary proceedings against the SUBTENANT, but shall not be obligated to enforce such remedies.

Cooperative shall deduct from the rents paid to it by SUBTENANT all amounts due Cooperative from STOCKHOLDER and shall remit the difference to STOCKHOLDER.

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IN WITNESS WHEREOF, the COOl	PERATIVE, STOCKHOLDER and
SUBTENANT have duly executed this Assignment	nt of Rents agreement this
day of, 2006.	
VAIL'S GROVE COOPERATIVE, INC.	
	STOCKHOLDER
By	
Title	SUBTENANT